

# **NEGOTIATED AGREEMENT**

**HEADQUARTERS, FIRST U.S. ARMY AND  
FORT GEORGE G. MEADE**

**AND**

**AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES LOCAL 1622**

**EFFECTIVE DATE: 5 MAY 1989**

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NEGOTIATED AGREEMENT

Headquarters, First U.S. Army and Fort George G. Meade and American Federation of Government Employees Local 1622

Effective Date: 5 May 1989

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Preamble:

Pursuant to the policy set forth in the Civil Service Reform Act of 1978 and all of its future amendments, the following Articles constitute a contract between the Bargaining Unit of Headquarters First U.S. Army and the Bargaining Unit of Fort George G. Meade, Maryland, which includes Fort Meade Garrison, Fort Meade Medical Department Activities (DENTAC) and Fort Meade activities of the US Army Information Systems Command (USAISC), hereinafter called the Employer, and Local 1622 American Federation of Government Employees, hereinafter called the Union. The purpose of this agreement is to unite the Employer, the employees, and the Union in maintaining mutually beneficial relationships while working as a team to accomplish the mission of the Headquarters in an effective and efficient manner. The Employer and the Union agree to expend every effort to assure that the intent of the agreement is adhered to by all personnel concerned. The pronouns he, him, or his used herein are neutral language and include both male and female personnel.

Article 1: DEFINITIONS

Section 1. The following definitions of terms used in this agreement shall apply.

- a. BARGAINING UNITS: Those civilian employees of First U.S. Army Headquarters and those employees of Fort George G. Meade Garrison, including Fort Meade Medical Department Activities (MEDDAC) (Kimbrough Army Community Hospital), Fort Meade Dental Activities (DENTAC) and Fort Meade activities of the US Army Information Systems Command (USAISC) represented by Local 1622, American Federation of Government Employees.

- b. **CONSULTATION:** The term “consultation”, as used throughout this contract, refers to the oral or written exchange of views between the Employer and the Union prior to the formulation or implementation of a change contemplated by the Employer concerning matters which are not subject to the obligation to “meet and confer” or “negotiate” but which matters are none the less of concern to employees of the units. “Consultation” means a mutually honest and sincere review and consideration by the Employer of the Union’s views prior to implementation of changes which are within the jurisdiction of the Employer. The consultation process does not necessarily require an agreement between the Employer and the Union. Consultation shall in no way nullify or abrogate the obligation of the parties to “meet and confer” or “negotiate” over matters for which the obligation exists.
- c. **MEET AND CONFER/NEGOTIATE:** The terms “meet and confer” or “negotiate”, as used throughout this agreement and as herein defined, shall be deemed synonymous in meaning. “Meet and Confer” or “negotiate” refers to the obligation of the parties to bargain in good faith with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations, with the view toward arriving at a formal amicable decision or agreement. This obligation shall include the duty to “meet and confer” or “negotiate” prior to making changes in established personnel policies and practices and matters affecting working conditions during the term of the agreement and shall refer to matters appropriate for meeting and conferring even though not specifically mentioned in the contract.
- d. **APPROPRIATE COMMANDER:** The principal head of the activity’s chain-of-supervision who can grant the relief sought or resolve the issue in dispute. For example, for issues within:  
MEDDAC, KACH – The MEDDAC Commander  
DENTAC, Dental Clinic – The DENTAC Commander  
USAISC, appropriate employees under DOIM – The DOIM Director  
Garrison – The Garrison Commander  
First U.S. Army – The Commanding General, First Army
- e. **UNION OFFICIAL/UNION REPRESENTATIVE:** Any accredited National Representative of the Union, and the duly elected or appointed officials of the Local, to include stewards.
- f. **IMPASSE:** The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters, through the negotiation process.
- g. **AMENDMENTS:** Modifications of the agreement by adding, deleting, or changing portions or sections of articles.
- h. **SUPPLEMENTS:** additional articles negotiated to cover matters not adequately covered by the agreement.
- i. **GRIEVANCE:** A complaint made by an employee, or his Union representative, against the Employer in the belief that he has been wronged in some area or aspect of his employment. A grievance may also be a complaint which the Employer has against the Union, or Union has against the Employer, concerning performance with respect to the agreement. A conflict or dispute of claims or rights between the parties to the agreement is also a grievance.

## **Article 2: EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT**

Section 1. The Employer recognizes the Union as the exclusive bargaining representative of all civilian employees of First U.S. Army Headquarters, and all civilian employees of Fort George G. Meade, Garrison, including Fort Meade Medical Department Activities (MEDDAC) (Kimbrough Army Community Hospital) Fort Meade Dental Activities (DENTAC) and Fort Meade activities of the US Army Information Systems Command (USAISC), with the exception of: supervisors and managerial officials; professional employees; probationary employees; personnel on the rolls, but located off-post; civilian personnel technicians; temporary, part-time or intermittent personnel; consultants; and the recognized unit of National Federation of Federal Employees (NFFE Local 2095) and Federal Firefighters Association (FFA Local 9).

Section 2. The Union recognizes its responsibility for representing all employees in the bargaining units subject to expressed limitations set forth elsewhere in this agreement. Such responsibilities shall be exercised without discrimination and without regard to Union membership.

### **Article 3: DURATION AND CHANGES**

Section 1. This agreement shall be binding upon the Employer and the Union for a period of 3 years from the date of approval. After dated of execution by the Installation Commander, this agreement shall be subject to the review and approval of the US Army Forces Command for legal and regulatory compliance. The review will be completed within 30 days from the dated of agreement's execution. Should the review reveal any violations, the Employer will notify the Union of the violation and the two parties will take whatever appropriate corrective action they may agree upon. The agreement shall automatically be renewed for an additional one year period thereafter, unless either party shall notify the other party, in writing, no more than 105 calendar days and no less than 60 calendar days prior to the expiration date of this agreement or subsequent expiration date, of its intent to modify or terminate this agreement. The present agreement shall continue to be binding during any renegotiation actions concerning this agreement until such time as a new agreement is approved.

Section 2. By mutual consent of the parties, this agreement may be opened for amendment at any time it is considered that a portion of the agreement is unworkable.

Section 3. Either party may notify the other in writing of a desire to negotiate supplemental agreements which could affect the bargaining unit employees concerning any outstanding unresolved issues regarding this agreement which may be subject of Federal Court, Federal Labor Relations Authority, or Federal Service Impasse Panel decisions.

Section 4. Written requests from either party for supplemental agreement must include a summary of the changes proposed and the reasons therefore. Within 30 calendar days after receipt of such a request, the parties shall meet and confer on proposed changes. Negotiations will be limited to such proposed changes. Any supplemental agreements shall terminate or renew with this agreement in accordance with Section 1 of this Article.

Section 5. It is understood by the parties that this agreement may be terminated by mutual consent of both parties; termination of this agreement will not in and of itself terminate the exclusive recognition granted to the Union; and this agreement shall terminate at any time that the Union is no longer entitled to exclusive recognition under the provisions of the Civil Service Reform Act.

Section 6. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made unless such agreement is made and executed in writing between both parties and has been ratified by the Union and approved by the US Army Forces Command.

Section 7. The waiver or breach of any condition of this agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

### **Article 4: GENERAL PROVISIONS**

Section 1. The Employer agrees to furnish the Union a complete up-to-date personnel listing of all bargaining unit employees semi-annually. Each listing shall include the name, position title, grade, organizational assignment, and occupational code of each employee. The Employer further agrees to furnish the Union a monthly list by name, position title, grade, organizational assignment and date of all employees who have entered on or departed from duty in the bargaining units.

Section 2. The Employer agrees that any employee in the bargaining units who contemplates retirement shall be afforded competent retirement counseling by the Civilian Personnel Office to insure the interests of the employee are protected. Alternative retirement plans for which an employee is eligible will be explained in detail.

Section 3. The Employer agrees to keep each employee informed with respect to supervisory authority, specifically the chain of command. This includes first line supervision (immediate supervisor) though the reviewing and approving officials in the Performance Management System.

Section 4. The Employer and the Union agree to promote and encourage mutual respect between supervisors and employees in order to maintain a congenial work environment. Likewise, in keeping with respect for the Armed forces of the United States and its soldiers, the Union agrees to discourage employees from wearing components of military uniforms of the United States Armed Forces while on Fort George G. Meade or its supported installations.

Section 5. Employees within the bargaining units will not be canvassed in regards to any matter subject to negotiations or consultations unless by mutual agreement of the Union and the Employer. This limitation shall not apply, however, to surveys conducted by the Civilian Personnel Office, Department of the Army, or the Office of Personnel Management, for the purpose of evaluating the effectiveness of personnel management in the bargaining units or any of its organizational elements.

Section 6. The Employer will make reasonable efforts to provide and maintain clean and sanitary facilities by furnishing sufficient supplies and janitorial service where authorized to keep the restrooms, drinking fountains and general work areas clean. Since the maintenance of such conditions depends to a very large extent on the cooperation of each employee, the Union agrees to encourage employees to observe good sanitary habits and practices and to keep facilities orderly and neat. Hot water will be furnished in medical activities and maintenance facilities where necessary to improve the emulsification of grease, oil and grime.

Section 7. The Employer agrees to publish a telephone number listing for AFGE, Local 1622 in the Installation Telephone Directory.

## **Article 5: PROVISIONS OF LAWS AND REGULATIONS**

Section 1. In the administration of all matters covered by this agreement, the Employer, the Union and the bargaining unit employees are governed by existing or future government-wide rules and regulations of appropriate authorities, except where those rules and regulations have been superseded in accordance with Article 10, Matters Appropriate for Consultation and Negotiation, of this Agreement.

## **Article 6: RIGHTS AND OBLIGATIONS OF EMPLOYER**

Section 1. Management officials of the Employer retain the right:

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

b. in accordance with applicable laws, rules and regulations:

- (1) to hire, assign, direct, layoff, and retain employees, 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 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.
- (b) any other appropriate source.

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

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

- a. At the election of the Employer on the numbers, types, and grades of employees or positions assigned to any organizational subdivisions, work project or tour of duty; or on the technology, methods and means of performing work.
- b. Procedures which management officials of the Employer will observe in exercising any authority under this Article.
- c. Appropriate arrangement for employees adversely affected by the exercise of any authority under this Article by such management officials.

Section 3. The right to make rules and regulations shall be considered an acknowledged function of the Employer. In making rules and regulations relating to personnel policies, procedures and practices and matters affecting working conditions, the Employer shall give due regard and consideration to the obligations imposed by the Civil Service Reform Act of 1978 in exercising the functions of management.

Section 4. The Employer agrees to publicize the content of the agreement as to the rights and obligations of all parties to the agreement as it deems appropriate within a reasonable period after its approval. During the orientation of new employees, the representative present, the Union shall be notified of the opportunity to have a representative present.

Section 5. The Employer is obligated to meet at reasonable times and confer in good faith with the Union representatives with the objective of reaching agreement by a diligent and serious exchange of information and views, and by avoiding unnecessarily protracted negotiations.

Section 6. When emergency procedures are invoked, the Union will be notified as the situation permits and the Employer will inform the President of Local 1622 or his designated representative on circumstances causing the emergency to the extent security consideration will permit.

Section 7. It is understood that the exercise of Employer rights shall be subject to appeal and grievance procedures where applicable as prescribed by law, regulations, policies, and the negotiated grievance procedure provided in this agreement.

## **Article 7: RIGHTS OF EMPLOYEES**

Section 1. The Employer and the Union agree that employees in the bargaining units shall be protected in the exercise of their right to freely, and without penalty or reprisal, form, join and assist a labor organization or to refrain from such activity. This right does not authorize participation in the management of a labor organization or acting as a representative of such an organization by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of the employee.

Section 2. Employees excluded from taking part in the management of the Union by reason of conflict or apparent conflict of interest, as defined in the Federal Personnel Manual and Department of the Army Civilian Personnel Regulations, may not be excluded from membership in the Union.

Section 3. Officers and stewards of the Union shall be protected in the performance of representational duties from intimidation and/or coercion by any official of the Employer.

Section 4. A bargaining unit employee shall have the right to bring matters of personal concern first to the attention of appropriate officials of the Employer in accordance with applicable law, rule, regulation or established Employer policy. The employee also has the right to choose his own representative except in filing a grievance under the negotiated grievance procedure of the agreement as described in Article 62, Grievance Procedure. Such Union representation shall be in accordance with Article 9, Rights of Union Representatives, of the agreement.

Section 5. The Employer shall take such action consistent with law as may be required in order to assure that employees in the bargaining units are apprised of the previously stated rights. The Employer shall

assure that no interference, restraint, coercion or discrimination is practiced within the bargaining units to encourage or discourage membership in the Union.

Section 6. Employees shall not be required to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions or the payment of dues directly to the Union.

Section 7. It is agreed and understood that an employee has the right to file a grievance, or appeal under this agreement, or when appropriate with the Equal Employment Opportunity Commission; Office of Personnel Management; the Special Counsel of the Merit Systems Protection Board, or the Merit Systems Protection Board without interference, coercion, or fear of Employer shall not interfere with or attempt to interfere with the filing of such complaint, grievance or appeal, or threaten to or expressed an intention to file a complaint, grievance or appeal under any of these procedures.

Section 8. The Employer and the Union agree to treat all employees fairly and equitably, and to join in exchanging information which could improve working conditions.

Section 9. The Employer agrees to annually inform all employees of their rights under 5 USC 7114(a)(2)(B) by posting the notice on the official bulletin boards.

## **Article 8: RIGHTS AND OBLIGATIONS OF THE UNION**

Section 1. The Union shall have the right and obligation to represent in good faith the interests of all employees in the bargaining units without discrimination and without regard to membership in the Union.

Section 2. The Union, as representative of all employees in the bargaining units shall have the right to present its views to the Employer, either orally or in writing; to consult or be consulted with respect to the formulation and implementation of personnel policies and practices and matters related to working conditions of employees in the bargaining units; and to negotiate agreements covering all employees in the bargaining units.

Section 3. Representatives of the Union and the Employer shall meet and confer regularly with respect to personnel policy and practices and matters affecting working conditions, subject to the provisions of this Agreement.

Section 4. The Union is obligated to negotiate in good faith with Employer representatives with the objective of reaching agreement by a diligent and serious exchange of information and views, and by avoiding unnecessarily protracted negotiations.

Section 5. The Union agrees that it shall not call or engage in a strike, work stoppage, or slowdown; picket the Employer within the boundaries of the installation or in a labor-management dispute if such picketing interferes with the Employer's operations; or condone any such activity by failing to take affirmative action with members of the bargaining units to prevent or stop such activity. For the purpose of the Article, an installation perimeter fence or entrance gate, where one exists is considered to be the installation boundary.

Section 6. Management and the Union recognize that the selection of employees to participate in studies, surveys or other like requirements requires advance coordination.

## **Article 9: RIGHTS OF UNION REPRESENTATIVES**

Section 1. The Employer agrees to recognize the Officers of the Union, a Chief Steward, stewards, and alternate stewards duly authorized by the Union, hereafter referred to as Union officials. The number of stewards shall be the number reasonably required in order to assure that each employee in the bargaining units shall have access to a steward on the job site. Union officials will be permitted a reasonable amount of on-duty time to perform representational duties involving personnel policies and procedures and matters affecting working conditions. Such duties are not to include internal Union business. The Union agrees that its officials will guard against excessive use of time off the job and comply with criteria set forth in Federal Personnel Manual Letter 711-161 dated 31 July 1981.

Section 2. The Union shall supply the Employer a complete list of union officials to include stewards and alternate stewards together with organizational areas and locations where each has been assigned responsibility for representation. This list will be updated as changes occur and a new list of Union officials furnished quarterly so as to provide for maximum coordination and communication with Union officials.

Section 3. Each steward's representational duties will normally be conducted within his assigned work area, unit, or activity. Any official may assume an absent steward's representational duties as determined by the Union. The Union will notify the MER Division of the substitution immediately to prevent any challenges to the union official by a manager or supervisor who is unfamiliar with the new representative.

Section 4. The Union agrees that stewards may receive and investigate, but shall not solicit complaints or grievances from employees.

Section 5. The Chief Steward/Union Official will normally not represent employees who are represented by a steward assigned to that organizational area at Step 1 grievance level until such time as the steward determines that a complaint cannot be resolved at Step 1 of the Negotiated grievance procedure as described in Article 62, GRIEVANCE PROCEDURE. However, the Union retains the right to assign and/or reassign representatives as determined necessary.

Section 6. It is agreed that the determination as to what constitutes a reasonable amount of time will be made on a case by case basis. The use of official time will be permitted for one Union official at a time for each complaint or grievance. The use of official time will be approved by the Union official's immediate supervisor. Such permission will be granted in the absence of compelling circumstances to the contrary. In case of a disagreement regarding the amount of official time approved, the Union official may request that a decision be rendered by the next level of management. The determination as to the reasonableness of the amount of official time authorized will depend upon the circumstances of each individual situation, but will be guided by the following:

- a. The time and frequency of absence should be such that it will not cause significant interference in the performance of regular duties.
- b. The timing of such representational duties concerning a grievance is such that a representation will normally be afforded within the same work day unless the situation is of such an emergency as to require a more immediate response.
- c. The amount of time authorized should be proportionate to the complexity of the issues involved.
- d. If the supervisor cannot release the steward within the same work day, the supervisor will arrange for the earliest mutually acceptable time.
- e. Attendance at meetings called by the Employer are not subject to the above provisions.

Section 7. The Employer agrees that the steward, after having obtained permission from his supervisor as shown on Appendix A (Sample Format) - (Union Representatives Use of Official Time) shall be allowed to leave his worksite to bring about a prompt and expeditious disposition of a grievance or complaint. Each steward upon his return from his representational duties will complete the official time form and present two copies to his supervisor.

Section 8. If it is necessary for the steward to enter a worksite other than his own to conduct representational duties, the name of the employee involved will be furnished and permission obtained from the supervisor of the employee to be visited. Such permission will be granted in the absence of compelling reasons to the contrary.

Section 9. Where facilities are not available in the immediate work area for use by the steward and employee to hold necessary private discussions of an employee's complaint, the employee's supervisor will, upon request of the steward, arrange for such facilities to be made available.

Section 10. Union officials will be permitted a necessary length of time, during regular working hours, to consult or meet and confer with the Employer. If the Union official's use of regular working hours for consultation or conference with the Employer is interfering unduly with the proper performance of his official duties as an employee, the matter will be objectively discussed with him and officers of the Union in an attempt to seek satisfactory resolution.

Section 11. The Employer agrees to notify the Union of the reassignment of any Union officials in the unit from one activity to another or change from one shift to another.

Section 12. Subject to security and safety regulations and local directives, officers and representatives of the American Federation Government Employees will be permitted to visit the bargaining units to carry out Union responsibilities under the terms of this agreement. The Union agrees to notify the Civilian Personnel Office, Management-Employee Relations Division, in advance of the proposed visit or upon arrival, providing the name, office to be visited, purpose, date and expected length of visit.

Section 13. The Employer recognizes the need for courtesy toward Union officials and will maintain a mature relationship. In return, the Union agrees that its officials will deal courteously and will display respect for Employer representatives.

## **Article 10: MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION**

Section 1. Consistent with Federal law or any Government-wide rule or regulation, it is agreed that the duty to bargain in good faith shall extend to matters concerning personnel policies and practices, and matters affecting working conditions which are the subject of rules or regulations which are not Government-wide, or Department of Defense, or Department of the Army, rules or regulations for which no compelling need exists.

Section 2. For the purpose of this Article, a compelling need shall be determined not to exist for any rule or regulation only if:

- a. The Department of Defense, or Department of the Army, as the case may be, which issued the rule or regulation informs the Federal Labor Relations Authority in writing that a compelling need for the rule or regulations does not exist or,
- b. The Federal Labor Relations Authority determines that a compelling need for the rule or regulation does not exist.

Section 3. In case of collective bargaining in which the Union alleges that no compelling need exists for any rule or regulation which is then in effect and which governs any matter at issue in such collective bargaining, the Union may take necessary action to request a negotiability determination from the Federal Labor Relations Authority.

Section 4. Either party having a desire or requirement to consult with the other, normally shall give reasonable advance notice to the other party. Such notice normally shall include a statement of the subject to be discussed and the problem which generated the cause for discussion. This section does not preclude any discussion between a supervisor and a Union representative on an informal basis for the purpose of resolving an issue in its early stages.

Section 5. It is understood that the obligation to meet and confer does not include the rights of the Employer as specified in Sections 1 and 2 of Article 6, RIGHTS AND OBLIGATIONS OF THE EMPLOYER, except as it relates to the impact and procedures of the implementation. The Employer agrees to consult with the Union prior to the formulation or implementation of a change contemplated by the Employer concerning matters which are not subject to the obligation to meet and confer but which are none the less of concern to employees of the bargaining units.

Section 6. The Employer, however, agrees to provide the Union with an advance copy of proposed regulations implementing or revising personnel policies and procedures applicable to employees of the bargaining units, and to meet and confer with the Union concerning the provisions of the proposed regulations, provided request for such conference is submitted within ten working days after receipt of the advance copy of the proposed regulation.

Section 7. It is recognized that this agreement does not alleviate the responsibility of either party to consult on matters not covered by agreement, but which come within the scope of consultation or negotiation.

## **Article 11: IMPASSES IN NEGOTIATIONS**

Section 1. When it has been determined that an impasse has been reached, the item shall be temporarily set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall once more attempt to resolve any existing impasse items.

Section 2. If after such effort either party concludes that an impasse still exists on any issue(s), either party may request to the other in writing that the impasse be submitted to mediation. If the impasse still exists 10 workdays after issuance of the written notice from either party to the other, the moving party may then unilaterally request the Federal Mediation and Conciliation Service to provide mediation assistance. The mediator will determine the procedure to be followed in attempting to resolve impasses.

Section 3. When a negotiation impasse remains unresolved despite the efforts of a mediator, either party may refer the issue(s) involved through channels to the Federal Service Impasse Panel, in accordance with existing rules prescribed by the panel.

Section 4. The procedures described above shall not preclude the parties from agreeing on any issue or from entering into complete agreement without the assistance of the mediator or panel.

## **Article 12: UNION-MANAGEMENT MEETINGS**

Section 1. The Employer agrees that representatives of the Union and the Employer will meet once a month at the Management-Employee Relations Division of the Civilian Personnel Office on a regular basis for the purpose of reviewing and discussing the common interests of the parties in establishing and maintaining labor-management cooperation. The Employer and the Union agree that individual grievances will not be considered at these regular meeting or any special meetings convened under this Article. The parties will, not less than 48 hours in advance, exchange information on the subjects they desire to discuss. A regular meeting need not take place if neither party desires such a meeting.

Section 2. Special meetings at the Management-Employee Relations Division of the Civilian Personnel Office will be held at the request of either party as the need arises, at mutually agreed times to confer on personnel policies and practices and other matters affecting working conditions within the bargaining units.

Section 3. The Employer further agrees that the Union may have present at meetings described in Sections 1 and 2 of this Article, normally a maximum of three Union representatives who are members of the bargaining units. In addition, the Union may have present an Official of the Union who is not a member of the bargaining units.

## **Article 13: COMMITTEES**

Section 1. If establishment of committee directly affecting the working conditions of employees in the bargaining units is considered, the Union shall be consulted. If such a committee is established, the Union shall have membership unless expressly prohibited by rules and regulations.

## **Article 14: FACILITIES AND BULLETIN BOARDS**

Section 1. The Employer agrees to continue providing Building T-218 or a like building for use as a Union Hall. The Union shall conform to all safety and security regulations and housekeeping requirements. Facilities will include (but not be limited to):

- a. Lockable file cabinets.
- b. Use of copying machines for representational material reproduction.
- c. Desks, chairs, storage cabinets, book cases and necessary hardware.
- d. Computer, word processing equipment and/or memory typewriter, all subject to availability.
- e. Continued use of Class AA phone for Union Hall.
- f. Utilization of Post Training Aids (on occasion).

Section 2. It is agreed that all internal Union business, for example, soliciting members, collecting dues, electing officers, posting and distributing literature, and meeting, will be conducted during the non-duty hours of the employees involved.

Section 3. The Employer agrees to provide a designated space on one bulletin board in each staff office or major separate activity thereof, within bargaining units for the posting of Union notices, and informational material. The Union shall be responsible for posting and removing material and maintaining its bulletin board space in an orderly fashion acceptable to the Employer. Information such as brochures, flyers, notices, and other publications by the Union National Office shall not require prior approval before posting. Any publications of the local Union bearing on interpretation of regulations shall require prior approval of the Civilian Personnel Office. The Union agrees to comply with governing laws and regulations, and will insure that posted materials do not contain scurrilous or libelous material.

Section 4. The Union may submit for publication in the unofficial section of the Weekly Bulletin notices of monthly and special meetings, functions or events.

Section 5. The Employer agrees that enveloped communications between Union officials may be delivered through the post distribution system provided that the material meets the criteria of applicable regulations.

Section 6. The Employer agrees to furnish the Union a copy of new or revised local regulations pertaining to personnel matters and working conditions and Civilian Personnel Bulletins. The Employer agrees to provide the Union access to FPM, Agency and Government-wide regulations currently in effect concerning personnel policies, practices, procedures and working conditions.

Section 7. Employer agrees to perform proper maintenance on Building T-218 as required.

## **Article 15: PUBLICIZING THE AGREEMENT**

Section 1. After review and approval in its entirety by the Director of Civilian Personnel, US Army Forces Command and the Union, the Employer will:

- a. Provide each member of the bargaining units a copy of the most recently agreed to contract.
- b. Provide the Union 150 copies of the agreement and any amendments or supplements for internal distribution. Additional copies in lots of 50 will be provided to the union when their current supply is exhausted.
- c. Provide all employees hired or promoted to a position included within the bargaining unit with a copy of the agreed to contract per Article 45, ORIENTATION OF NEW EMPLOYEES.

## **Article 16: TOURS OF DUTY AND HOURS OF WORK**

Section 1. The administrative workweek consists of a seven day period, beginning at 0001 hours, Sunday, and ending at 2400 hours the following Saturday.

Section 2. The basic workweek for employees will consist of 5 consecutive 8-hour days, Monday through Friday, except for those employees whose services are determined by the Employer to warrant other basic workweeks. The Employer shall schedule 2 consecutive days off in each basic workweek consistent with the requirements of the position. The Employer reserves the right to require employees to work on Saturday, Sunday, or the 6<sup>th</sup> or 7<sup>th</sup> consecutive day in the workweek.

Section 3. The Employer shall establish shift operations as necessary for efficient operation and accomplishment of assigned missions. When the operation of the activity requires more than one shift, shift rotation schedules may be established. Shift assignments will be scheduled and posted in the work area at least two pay periods in advance. Employees will be notified as far in advance as possible of necessary shift changes, normally 72 hours, and the assignments shall cover periods of not less than one week. Normally, employees will not be required to work from one shift to another without at least a 16-hour interval between tours of duty.

Section 4. Employees within the bargaining units will be assigned to the Monday through Friday tour of duty to the maximum extent feasible consistent with the accomplishment of the mission of the Employer. When the Employer makes assignments to tours of duty other than Monday through Friday or when unusual working hours are assigned, the affected employees and the Union will be notified in writing as much in advance of the effective date and time as possible. The Employer will accept volunteers in the required skills to the extent practical for assignment to such tours of duty but reserves the right to assign employees to such tours when needs are not met by volunteers.

Section 5. The Employer and Union agree that the mission must be accomplished in the most effective and efficient manner possible. Accordingly, where feasible, the use of flexible work schedules may be authorized by the director or special staff officer on an individual basis compatible with mission needs and supporting requirements within the organization concerned. It is further understood that when authorized, the flexible work schedule for each employee so affected is a fixed work schedule until subsequently reauthorized and does not vary from day to day based on tardiness or daily preferences by the employee for personal reasons. Lunch periods of up to one and one-half hours in length are permitted under this section if compatible with organizational requirements. Such an extended lunch period will extend the work day accordingly.

Section 6. The Employer agrees that all tours of duty for employees in the bargaining units will normally be established or changed at least two weeks in advance. The change of tour will be announced in writing and the tour will continue for at least one full basic work week.

Section 7. Each employee shall be at his place of work or place where work is assigned, properly dressed in accordance with work to be performed and ready to work, at the scheduled starting time of his shift and at the conclusion of his lunch period. There will be a lunch period of 30 minutes in length, except for bargaining unit members on flexible work schedules who may be permitted up to 1-1/2 hours for lunch periods in accordance with Section 5 of this Article. For those employees whose place of work is other than where work is assigned, eating lunch at the work site is encouraged, if feasible. Where facilities are not available at the work site, the supervisor will determine the time necessary for personal hygiene. For those employees working in buildings where lunch facilities are provided, those facilities may be used consistent with Article 34, EATING AREAS, of this Agreement.. The Employer and the Union agree that rest periods are intended for the purpose of reducing fatigue and stress, for increasing concentration on work, and for improving safety and productivity. Employees are allowed one 15 minute rest period near the middle of the first and second half of each shift. Rest periods are provided during duty hours and may not be taken away from the work site. These rest periods cannot be waived in order to extend the lunch period or to shorten the work day.

Section 8. The Employer and the Union agree that times for the beginning and ending of the work day will be established by mutual consent. Normally, except for those on flexible work schedules, the established times will be uniform throughout the bargaining units.

Section 9. All hours worked, including overtime and compensatory time, will be recorded on time and attendance reports.

Section 10. The Employer may designate employees to be available "on call" during weekends or other off-duty time when the nature of operations dictate such action. An employee will be considered off duty and time spent in an "on call" status shall not be considered hours worked. Designation of employees for this purpose will be subject to the following conditions:

- a. When required, "on call" duties will be brought to the attention of all employees concerned as far in advance as possible.
- b. If more than one employee could be designated "on call", designations will be made on a rotating basis.
- c. There will be a high probability that a requirement may arise for the services of the designated employee(s).
- d. An "on call" employee will not have his freedom of movement unduly restricted.

- e. The employee must leave a telephone number or carry an electronic device for the purpose of being contacted.
- f. The employee may make arrangements so that any work which may arise during the “on call” period will be performed by another employee.

Section 11. The Employer may designate employees to be available on “standby” during weekends or other off-duty time when the nature of the operations dictate such action. An employee will be considered on duty and time spent on “standby” shall be considered hours worked. Designation of employees for this purpose will be subject to the following conditions:

- a. An employee is restricted to the installation, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or,
- b. The employee is restricted to his living quarters and has his activities substantially limited and is required to remain in a state of readiness to perform work.

## **Article 17: PAY PROVISIONS**

Section 1. All employees except those on leave or on temporary duty (TDY), shall be paid bi-weekly within their regular duty hours unless other arrangements for delivery are requested by the individual employee.

Section 2. An employee will be required to complete a Standard Form 71 (Application for Leave) in advance, for use by the time and attendance clerk and Civilian Pay Section of the Finance and Accounting Office, in the event leave is scheduled and the employee will not return to duty before the end of the pay period. Signed applications for leave may also be used on other cases (other than absent without approved leave) when the employee is not present to initial a time and attendance card by the end of a given pay period.

## **Article 18: OVERTIME**

Section 1. Officially ordered and approved work in excess of 8 hours a day or 40 hours a week and work suffered or permitted by employees are nonexempt under the Fair Labor Standards Act in excess of 40 hours per week shall be considered overtime work.

Section 2. A rotational system will be established whereby every qualified employee within a section or organizational unit will be offered to participate in scheduled overtime work assignments on an equitable basis insofar as the requirements on the job will permit. Suitable records of overtime worked and refused will be maintained by supervisors to assure that each employee receives substantially the same consideration. Such records shall be made available for review by the steward upon request. The steward may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime work equal among all qualified employees as far as possible. Supervisors shall not assign overtime work to employees as a reward or penalty.

Section 3. The Employer shall notify affected employees of the requirements for all overtime work as soon as possible after establishing firm overtime requirements. Every reasonable effort will be made to provide this notice whenever possible at least 24 hours prior to the requirement or by the close of business on Thursday when the overtime assignments involve Saturday and Sunday. This Section does not apply to emergencies requiring immediate action outside and/or beyond regular working hours nor to employees on assignments at the close of their regular shifts who must be kept on duty on an overtime basis to accomplish the emergency requirements or unforeseen circumstances.

Section 4. When feasible, employees who work overtime in conjunction with continuation of the normal work day shall be allowed a reasonable time for a rest period not to exceed 10 minutes for every 4 hour period worked.

Section 5. Qualified employees, when available in their sections, either in training or details, shall be considered for overtime in their sections subject to provisions of this Article.

Section 6. Overtime shall be compulsory when official requirements must be met.

Section 7. Employees called in to work outside of and unconnected with their basic workweek shall be guaranteed a minimum of 2 hours of compensation as appropriate.

Section 8. Annual leave will not preclude an employee from consideration for overtime.

Section 9. The Employer will, upon request from an employee consider relieving that employee from an overtime assignment when the employee is not notified at least 24 hours in advance, and where such assignment would result in an unreasonable inconvenience or adversely affect the employee's family. The employer will give the employee's personal situation more weight in cases which do not involve emergency situations. An employee shall normally be relieved in instances where another qualified employee in the organizational element is available for assignment and willing to work. If an employee is relieved of an overtime assignment at his request, the hours of overtime declined will be recorded as overtime hours worked solely for purposes of determining the equity of overtime distribution.

Section 10. The Employer agrees that it will initially attempt to meet overtime requirements by means of volunteers from among qualified employees in the unit as described in Section 2 of this Article. In the event the Employer cannot meet the need on a voluntary basis, the Employer will assign overtime work to individual employees, as required. Individual employees will not be required to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees in the organizational element willing to work. Management will decide that full requirements are or are not met by the available employees.

Section 11. It is agreed compensatory time off is not authorized for Wage Grade employees under existing law and regulations. Accordingly, no Wage Grade employee shall be required, requested or allowed to take compensatory time. Any General Schedule employee whose base pay is less than GS-10 step 10 shall not be required to take compensatory time off in lieu of overtime. Compensatory time may be provided a General Schedule employee at the request of the employee, but the Employer reserves the right to pay overtime.

Section 12. Employees in the bargaining units shall not be required to perform any work or duty before or after their scheduled work hours, without compensating the employees for such work or duty. It is further understood that if an employee is directed by the Employer to report to a designated location at a specific time prior to, or subsequent to, his assigned tour of duty, he shall be compensated for work performed from the time the employee reports for duty to the extent authorized by law.

Section 13. Supervisors will first determine that feasible transportation arrangements can be made by the employee before employees are compelled to work overtime on short notice beyond their normal work tour. However, overtime work may still be required even if transportation is not available.

## **Article 19: ENVIRONMENTAL DIFFERENTIAL PAY**

Section 1. When the Union or the Employer determine that there is a need to establish additional categories to Appendix J of Federal Personnel Manual Supplement 532-1, Subchapter S8-7, for which an environmental differential should be paid, it will notify the other party of the proposed changes and include information showing:

- a. The nature of the exposure so as to show clearly that the hazard, physical hardship, or working condition which results from that exposure is of an unusual nature.
- b. The degree to which the employee(s) is exposed to the hazard, physical hardship, or working conditions of an unusual nature.
- c. The period of time during which exposure will continue to exist.
- d. The degree to which control may be exercised over the hazard, physical hardship, or working conditions of an unusual nature.
- e. The rate of environmental differential pay recommended to be established.

Section 2. Within 15 workdays of the receipt of the proposal, the parties will meet with technically qualified safety and medical personnel for the purpose of developing a joint request to establish the new

category. If the parties cannot agree upon a joint request, either or both may send individual requests through the appropriate channels established in the supplement.

Section 3. Payment of EDP is not authorized for proposed categories to Appendix J of the FPM Supplement until approved by the Office of Personnel Management.

## **Article 20: PARTICIPATION IN WAGE SURVEYS**

Section 1. The Union has the right to participate in local wage surveys to the extent provided for in Federal Personnel Manual Supplement 531-1 and Article 8, RIGHTS AND OBLIGATIONS OF THE UNION, Section 6, of this agreement.

Section 2. The Union may present recommendations for consideration by the local wage survey committee concerning areas, industries, establishments, and jobs to be covered in the wage survey. The local wage survey committee will set the time and place for hearings.

Section 3. The Employer agrees that the Union will be notified promptly when information is received that an official wage survey is being started.

Section 4. Administrative leave will be authorized for one Union official within the bargaining unit for the purpose of attending a hearing conducted by the local wage survey committee to present the views of the Union. Additional Union representatives or bargaining unit members may attend and testify but must do so in an annual leave or leave without pay status.

## **Article 21: TRAVEL**

Section 1. Whenever feasible, travel will be scheduled within the 5 day workweek of the affected employee; however, the Employer reserves the right to require travel when necessary to accomplish the mission. Compensation for travel on non-duty time will be as authorized by applicable regulations.

Section 2. Travel orders will state the mode of transportation to be used.

Section 3. The use of privately owned vehicles and reimbursement rates will be approved prior to travel and shall be accordance with Volume 2, JOINT TRAVEL REGULATIONS.

Section 4. Employees in the bargaining units ordered to travel shall, upon request and time permitting, be entitled to an advance of funds not to exceed the legal maximum based on his travel orders in accordance with applicable rules and Volume 2, JOINT TRAVEL REGULATIONS.

Section 5. Rates of per diem and travel paid will be made in accordance with applicable rules and Volume 2, JOINT TRAVEL REGULATIONS.

Section 6. An employee on official business will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business.

Section 7. Travel reimbursement vouchers (DD Form 1351-2) must be submitted to the employee's immediate supervisor for review and signature to ensure that the claim is complete, reasonable and consistent with the mission and authorized expenses on the DD Form 1610 (travel orders). Review and signature of the voucher by the supervisor does not release the employee from liability for fraudulent or altered travel claims.

## **Article 22: FINANCIAL OBLIGATIONS OF EMPLOYEES**

Section 1. The Employer and Union agree that employees should meet and be responsible for financial and commercial obligations or claims based on court judgements.

Section 2. Creditors and collectors will be denied access to employees to present or collect debts during working hours.

Section 3. Creditors will be told:

- a. The Employer will forward their written complaints to employees.

- b. These complaints are a private matter between the creditor and the employee.

## Article 23 HOLIDAYS

Section 1. Employees shall be entitled to all holidays prescribed by Federal law and any that may later be added by Federal law or holidays that may be designated by Executive Order, consistent with applicable regulations.

Section 2. Holidays, as determined above, will normally be observed by the Employer as non-work days, and normally no work will be required of employees on such days. Whenever such holidays fall on Saturday or Sunday, the holiday will be observed on the preceding Friday or the succeeding Monday, except when employees are assigned to irregular tours of duty other than Monday through Friday. For an employee working an irregular tour of duty, if a holiday normally falls in the first scheduled non-workday, the next scheduled workday will be considered as the rescheduled holiday. If the holiday normally falls in the Employee's second non-workday, the last preceding workday will be considered as the rescheduled holiday.

Section 3. When an employee works during hours that correspond to the normal tour of duty, he is entitled to receive holiday premium pay which is equal to his normal rate of pay. If the employee works in excess of 8 hours on the holiday, or if a full-time employee works during hours which do not correspond with his normal tour, the employee is entitled to receive the regular overtime rate of pay for hours worked in excess of 8 hours or outside the normal tour of duty.

Section 4. The Employer agrees to keep to an absolute minimum, subject to mission requirements, the number of employees required to work on holidays or observed holidays. Employees not required for mission requirements shall be excused from work on holidays or days observed as holidays, as prescribed by appropriate Federal law or Executive Order. The Employer retains the right to require the services of employees for the performance of critical functions, as determined by the Employer, but recognizes the entitlement of such employees to receive compensation in accordance with the applicable regulations. To the maximum extent possible, the Employer will utilize qualified employees who are available and have indicated a desire to work. The Employer will, upon request, relieve an employee from a holiday assignment if his request for relief is valid and there is another qualified employee available for the assignment.

## Article 24: ANNUAL LEAVE

Section 1. Employees shall accrue annual leave in accordance with applicable laws and regulations. Employee use of scheduled annual leave is subject to prior supervisory approval which shall be based upon the needs of the activity and consideration of the employee's request. The Employer and the Union agree that employees will provide reasonable advance notice to afford necessary changes in work schedules. For the purpose of planning work schedules, and avoiding use or lose leave situations, each employee will furnish a tentative leave schedule by month for the total hours of leave authorized to his supervisor by the second pay period of each leave year. This will not restrict an employee from requesting spot leave prior to the planned dates.

Section 2. As far as is practicable, the Employer agrees to schedule annual leave for summer vacation periods (defined as that period occurring between 15 May to 15 September) of ordinarily 2 weeks duration on requests received prior to 31 March of each year. In the event more than 1 employee requests an identical period of leave and all cannot be spared from their duties, employees with greater seniority as determined by work area or office will be given priority in initial selection, except that this priority because of seniority shall not run into the 3<sup>rd</sup> consecutive year when identical periods are requested. Except when this rule governs, the party or parties having least seniority will be rescheduled without affecting any other employee's requested schedule. The employee's supervisor may approve a change in schedules provided the request is in writing, another employee's choice is not disturbed, and the employee can be spared from his duties. The supervisor may also approve the interchange of selections between employees provided the interchange is mutually agreeable to the employees and is consistent with the workload requirements. When the Employer finds it necessary, in unusual or unforeseen circumstances, to cancel

previously approved leave, the employee will be notified as far in advance as possible. In cases which involve things such as cancellation of reservations resulting in loss of deposits on vacation arrangements, such notification will, except in compelling circumstances, be not less than 7 working days prior to the effective date of the approved leave. The Employer and the Union agree that the Employer and the employee should schedule annual leave to avoid forfeiture.

Section 3. In unusual or unforeseen circumstances, approval of unscheduled leave shall be requested from the supervisor or his designated representative as soon after the start of the workday as possible, normally within 2 hours. Approval of such a request is contingent upon existence of bona-fide emergency or other compelling circumstance.

Section 4. Employer will limit denial of scheduled annual leave to specific time frames required for essential mission accomplishment of the specific activity concerned.

Section 5. Employees must initial time and attendance reports for all periods of absence. The employee's initials indicate that leave was requested and taken. Standard Form 71 (Application for Leave) will be submitted when employees cannot initial time and attendance reports. If the supervisor does not approve the requested leave, he must indicate his reason(s) for disapproval.

## **Article 25: SICK LEAVE**

Section 1. The Employer agrees that employees shall earn sick leave in accordance with applicable laws and regulations. The Union agrees to instill in employees an understanding and appreciation of the need to use sick leave only to cover absences due to bona-fide incapacitation to perform their assigned duties, and the benefits and values that accrue to employees who, through the accumulation of large amounts of sick leave, are protected against financial hardships resulting from long-term illnesses, and may be entitled to additional service credit upon retirement.

Section 2. The use of sick leave by an employee is subject to approval of the supervisor and shall be approved for reasons of:

- a. Incapacitation for duty by sickness, injury, pregnancy or confinement;
- b. Required care and attendance to a member of the employee's immediate family afflicted with a contagious disease which requires quarantine; or
- c. Exposure to a contagious disease which would jeopardize the health of others.

Section 3. Sick leave shall normally be approved for reasons of medical, dental, optical or other medical examination or treatment. Sick leave requests for purposes of scheduled appointments by a qualified practitioner or physician shall be submitted for approval in advance, with minimum amounts of leave requested. The Employee shall advise the supervisor with as much advance notice as possible.

Section 4. With respect to sudden illnesses, employees shall notify their immediate supervisor, or someone designated to receive such a report, normally within 2 hours after the beginning of their shift. It is the responsibility of the employee to see that his supervisor, or someone designated to receive such notice, is notified timely by telephone or other means if he is prevented from reporting to work because of an incapacitating illness or injury. Employees expecting to be absent for more than 1 day are responsible for advising their supervisor of the anticipated sick leave duration.

Section 5. Employees will furnish a medical certificate to justify absences normally chargeable to sick leave for periods in excess of 3 consecutive workdays except in cases where an employee suspected of having abused sick leave privileges has been given official written notice that a medical certificate for each absence from work allegedly due to incapacitation for duty is required. Such medical certification may only be required where there is an indication that excessive unsubstantiated sick leave usage is occurring or sick leave is being abused. In all cases where an employee is required to submit such a medical certificate for each absence allegedly due to incapacitation for duty, the attendance record of the employee, with respect to sick leave, will be reviewed every 6 months by the Employer, and if it is determined that a medical certificate is no longer required, the employee will be notified to this effect in writing. In the event the employee receives no notification, he may assume the requirement continues for 1 additional 6

month period or he may request removal of the requirement from his supervisor. If the supervisor agrees that a medical certificate is no longer required, the employee will then be notified to this effect in writing.

Section 6. All medical certificates covering sick leave absences will be submitted not later than 3 days after return to duty. In cases of prolonged absence normally chargeable to sick leave, certification on a biweekly basis except in those instances where the certified physician or practitioner certifies incapacitation for an extended period. However, supervisors may authorize a reasonable delay in the administration of the provisions when extenuating circumstances warrant the exception. Medical certification, when required as outlined in this Article, shall be a Standard Form 71 or an equivalent form which provides a statement to the effect that the employee was incapacitated for duty during the period of his absence. Medical certificates shall be signed by a federal or private licensed physician or practitioner.

Section 7. Employees who are referred to the Occupational Health Clinic because of illness and are then released from duty shall not be required to furnish further medical certification to substantiate sick leave for the day released from duty. Subsequent days of absence shall be subject to the provisions of Section 4 and 5 of this Article.

Section 8. The employer may advance to eligible employees unearned sick leave not to exceed a total of 30 workdays in accordance with applicable regulations and under the following conditions:

- a. The employee's absence is for a serious illness or disability.
- b. The employee furnishes acceptable written evidence from a physician or practitioner that the employee is expected to return to duty on a permanent basis.
- c. The employee has exhausted all accumulated sick and annual leave.
- d. The employee has not established a pattern of sick leave abuse.
- e. Where it is known that the employee is to be retired, or where it is anticipated that the employee is to be separated, the total sick leave advanced will not exceed an amount which can be liquidated by accrual prior to the separation.
- f. Employees will submit their written requests for advanced sick leave to their supervisors prior to the end of the pay period in which the employee wishes to begin to use the leave.

Section 9. The Employer shall make every effort to provide appropriate assignments of work for periods less than 30 days to accommodate employees who have been placed in light duty status by a qualified medical officer. The Union agrees to support Employer endeavors in this respect and to encourage employees to promptly return to normal duty upon recuperation.

Section 10. Records of individual employee sick leave use will not be posted on bulletin boards or displayed in areas where they are accessible to other employees who have no need to know.

Section 11. The Employer will investigate alleged cases of sick leave abuse and encourage employees to report to their supervisors to obtain necessary authorization to visit the Occupational Health Clinic for diagnosis and first treatment of minor illnesses. The Union agrees to consult with the Employer when requested, for the purpose of inquiring into suspected cases of sick leave abuse among members of the bargaining units.

## **Article 26: MATERNITY AND PATERNITY LEAVE**

Section 1. Maternity benefits now provided by FGM remain in force, and the employee may choose, in accordance with applicable law and regulations, how and in what order such absence will be recorded sick leave, annual leave, or leave without pay to the extent that she has available annual and sick leave time. The granting of annual leave in this Section is dependent upon the employee's intent to return to duty.

Section 2. To allow the Employer to prepare for staffing adjustments, an employee will notify her supervisor of intent to request leave for maternity reasons no later than the beginning of her 7<sup>th</sup> month of pregnancy, whenever possible. The employer agrees to provide gainful employment and made use of employee's skills for so long as the employee is not incapacitated for duty due to maternity reasons.

Section 3. Leave without pay may be granted to employees for newborn infant care. Employees on leave without pay under this Article may be recalled to duty upon 30 days' notice.

Section 4. The Employer recognizes its obligation to an employee returning to work from maternity leave for continued employment in her position or a position of like seniority, status, and pay appointment, by reduction-in-force, or for similar reasons unrelated to the maternity absence.

Section 5. A male employee may be absent on annual leave or leave without pay for purposes of assisting or caring for a wife or minor children while the wife is incapacitated for maternity reasons.

Section 6. A male employee requesting annual leave or leave without pay as provided above must provide the Employer with 90 calendar days advance notice of the expected delivery date. In cases where the 90 calendar day notice has not been given, leave will be granted subject to the Employer's discretion.

## **Article 27: FUNERAL LEAVE**

Section 1. Upon request, an employee shall be granted funeral leave, not to exceed 3 workdays, without loss of or reduction in pay, or leave to which he otherwise entitled, to make arrangements for or to attend the funeral or memorial service for an immediate relative (as defined in applicable rules and regulations) who died as a result of a wound, disease, or injury incurred while serving as a member of the armed forces in a combat zone.

Section 2. Employees who are veterans (as defined in applicable rules and regulations) may be excused up to 4 hours in a day to participate as a pallbearer, honor guard, or as a member of a firing squad, in funeral services for members of the armed forces whose remains are returned to the United States from abroad for final interment. Honorary pallbearers are not eligible for excused absence for this purpose.

## **Article 28: FEDERAL EMPLOYEES LEAVE SHARING**

Section 1. The Employer and the Union agree to encourage participation in and support for the leave sharing program. Employees who desire to participate in this program should contact the Management-Employee Relations Division, Civilian Personnel Office for guidance if they wish to be a donor or recipient of the program.

## **Article 29: LEAVE WITHOUT PAY**

Section 1. Employees may be granted leaves of absence without pay in accordance with applicable law and regulations. Normally such leave of absence without pay shall not exceed a period of 1 year for each application. Employees who are absent on extended leave without pay shall accrue all rights and privileges to which they are entitled in accordance with applicable regulations.

Section 2. Employees shall be granted accrued annual leave or leave without pay to attend conventions or meeting of employee organizations, provided reasonable advance notice is given to the Employer and workload conditions permit.

Section 3. Employees returning to duty from approved leave without pay will be granted such rights, privileges, and seniorities to which they may be entitled at that time in accordance with applicable law and regulations.

## **Article 30: ADMINISTRATIVE LEAVE FOR UNION SPONSORED TRAINING**

Section 1. Administrative leave will be authorized for Union officials within the bargaining units for the purpose of attending Union sponsored training pertaining to matters within the scope of the Civil Service Reform Act and of mutual interest to the Employer and employees of the bargaining units. Such training must be related to statutory or regulatory provisions concerning pay, working conditions, grievance procedures, performance ratings, adverse action appeals, and Office of Personnel Management and The Department of the Army policies and negotiated agreements pertaining thereto. A time block of 2100 hours over the life of this agreement will be allowed to the Union for these purposes. Administrative leave for renewed contract periods will be 700 hours per year.

Section 2. Such leave will not be authorized if the primary purpose of the employee's attendance is to train or inform him concerning solicitation of memberships and dues, other internal Union business, representation of the employee organization in the conduct of collective bargaining, or other matters pertaining exclusively to Union activities that are outside the area of mutual interests of the Employer and the Union.

Section 3. Written requests for such administrative leave must be submitted by the Union 15 workdays in advance to the civilian Personnel Office, Management-Employee Relations Division for approval. Requests must establish and fully document the expected benefit to the Government and include information concerning who will attend, the subject matter and time allotted for training, to include time and place of the training sessions. The training will normally be limited to a maximum of 40 hours per individual Union official per year during the life of this agreement. The request must include information on the amount of administrative leave used to date by individual Union officials for which the training is to be conducted.

## **Article 31: ADVERSE WEATHER PROVISIONS**

Section 1. If weather conditions justify curtailing some or all Installation activities during duty hours, employees so affected will be notified promptly through their respective supervisors.

Section 2. If weather conditions prior to normal duty hours justify curtailing activities or delaying reporting time, sufficient notice will be given to local radio and television stations normally 2 hours prior to the regular tour of duty, whenever possible.

Section 3. It is agreed that when critical personnel are required to report for duty during adverse weather conditions so severe that the use of private vehicles is impossible or not recommended by law enforcement agencies, the Employer shall determine alternate methods of transportation for those personnel that is not inconsistent with law, rule or regulation.

Section 4. When appropriate notice has been received during duty hours that all or part of the Installation will be closed due to climatic conditions, non-critical employees shall normally be excused from duty without loss of pay or charge to leave for the period of closure. The employer retains the right to require non-critical personnel to remain on duty to perform necessary functions. If non-critical employees are required to remain on duty, the Employer will attempt, where feasible, to provide transportation from and to the duty station. Release of personnel will be conducted on an as-notified basis.

Section 5. Personnel will be required to monitor radio or television stations as designated by Fort George G. Meade Regulation 210-10 to determine if they are required to report for work during inclement weather, or other conditions. In the absence of radio and television announcements, personnel will report for duty.

Section 6. Personnel declared in writing as critical are required to remain at work regardless of announcements made over the radio or television.

## **Article 32: SAFETY AND HEALTH**

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

Section 2. The Union shall have the right to nominate a total of 3 candidates from among the bargaining units' employees to serve as a representative on the Installation Safety and Health Council. The Employer will select the representative from among the candidates nominated by the Union. The Union may designate an alternate to attend in the absence of the regularly designated representative.

Section 3. In the course of performing their regularly assigned work, employees and Union representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When apparently unsafe or unhealthy conditions are observed, employees or Union representatives shall report them to the responsible supervisor. If the supervisor agrees with the employee or Union representative that

a serious safety hazard exists, work shall immediately be stopped until the safety hazard is corrected. If the safety question is not settled, the supervisor will immediately refer the matter to the next level of supervision for decision or referral to the Installation Safety Division for a decision.

Section 4. Employees required to work on or about moving or operating equipment or in areas where conditions exist that are unsafe or detrimental to health shall be informed of the proper precautions and provided protective equipment and safety devices. Also, no employee who is engaged in work which is potentially hazardous shall be permitted to work alone or beyond the call or observation of another employee. Should an employee claim that a job to which he has been assigned is not safe or will endanger his health, a supervisor shall inspect the job to insure that it is safe before requiring the employee to carry out the work assignment. If any reasonable doubt regarding the safety of the job remains, advice shall be obtained from the Safety Division.

Section 5. To the extent possible, the assistance of appropriate medical officials shall be utilized to help maintain an industrial health program to aid employees to enjoy optimum health while on the job.

Section 6. The employee, as a condition of employment, will wear or use protective clothing and/or equipment necessary for the safe performance of assigned work. Such equipment and clothing is to be furnished by the Employer except as further described in this Article. If the safety equipment furnished by the Employer is considered by the employee to be unsatisfactory, uncomfortable or lacking in style, then it is the employee's responsibility to furnish his own such safety equipment, which meets Occupational Safety and Health Administration (OSHA) safety standards. The Union may recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Safety Division and such recommendations shall receive prompt attention. Employees will be responsible for proper use, safeguard, and maintenance of any such equipment or clothing issued to them.

Section 7. The Employer shall identify foot hazardous positions and determine the type of required foot protection bargaining unit employees will be required to wear. The required type of safety shoe will be provided by the Employer for use by the employee while engaged in work directed by the Employer as follows:

- a. Initial and replacement safety shoes shall be provided through the normal supply system within 30 days of appointment to a foot hazardous position or within 30 days of a determination by the Employer that previously supplied safety shoes are no longer serviceable unless:
  - (1) A specific or type of required safety shoe cannot be initially supplied or replaced through the normal supply system within 30 days of initial or replacement order, or
  - (2) An employee provides medical documentation certifying a medical condition which precludes the employee from wearing the types of safety shoes available through the normal supply system.
- b. When one of the conditions specified in Section 7 a. apply, the Employer shall authorize the affected employee to purchase appropriate safety shoes using the imprest fund. The employee will be provided a letter of authorization and the purchase must be evidenced by a paid purchase receipt from the shoe retailer in accordance with imprest fund procedures. The date of authorization must precede the date of purchase. Any safety shoe purchases under provisions of this section must meet the impact requirements of the American National Standards Institute. Funds provided for safety shoes purchased under provisions of this section shall be limited to not more than \$75.00.
- c. Pending receipt of initial or replacement safety shoes, the employee will wear metal shoe tips provided by the Employer or his own safety shoes, provided such safety shoes meet the minimum standards of the American National Standards Institute.

Section 8. All employees will be required to wear restraint systems when the vehicle is equipped and in motion. This applies to driver and passengers. Occupants will not smoke in any government vehicle.

Section 9. The Employer agrees to maintain an industrial health and emergency aid program. In case of an injury or sickness, an Employer's medical officer or physician determines that the employee is fit for duty. An employee may be assigned to another job, temporarily, if his injury is of a nature that incapacitates him from his regular job.

Section 10. It is agreed that special equipment and clothing necessary for the performance of duties under adverse conditions which constitute a health or safety hazard will improve the efficiency of operations. Proper and thorough training will be carried out on the use care and handling of the equipment in order to minimize severe injury to the employees by the misuse of the equipment. The Union agrees to actively encourage employees to submit suggestions and recommendations for the improvement of safety conditions.

Section 11. The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all sections. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes or other foreign matter are kept away from the fire extinguisher.

Section 12. The Employer hereby agrees to maintain an occupational health program and to provide the following services:

- a. Diagnosis and first treatment of injury or illness that becomes necessary during working hours.
- b. Pre-employment examinations of persons selected for appointment (within the limitations of Federal Personnel Manual Chapter 339).
- c. Employee health maintenance examinations (annual physicals).
- d. Treatments requested by private physicians to the extent authorized by regulations.
- e. Preventive services including preventing and controlling health risks, health education programs, and specific disease screening examinations and immunizations.
- f. Referrals to private physician or dentist based on preventive service findings.

Section 13. It is agreed that employees who operate Video Display Terminals (i.e., Personal Computers, Word Processors) be granted:

- a. Proper operating guidance on the equipment to be used.
- b. Fifteen minutes or alternate non-Video Display Terminal work for every 2 hours of consistent Video Display Terminal operation.
- c. Free annual eye examination as part of the examination in Section 12c above.

Section 14. The Union shall be advised in advance of scheduled Federal or Army safety inspections. The Union may accompany OSHA or other safety inspectors on their inspections where not precluded by security considerations.

Section 15. It is agreed that all employees shall be required to immediately report all accidents and injuries not matter how slight to their supervisor. The Employer will comply with current regulations and instructions concerning reporting of accidents and injuries and providing of medical services to employees. Time spent for initial treatment or diagnosis at the Kimbrough Army Community Hospital by employees injured during working hours, shall not be charged to leave.

Section 16. The Safety Division shall notify the Union as soon as possible after a disabling accident has occurred involving a bargaining unit employee.

Section 17. In case of a disabling job connected injury, the Employer will notify the employee at least 3 days prior to a required decision of any option in benefits under the Federal Employee's Compensation Act (FECA).

Section 18. Compensation for injuries that occur secondary to failure to properly utilize safety devices to include but not limited to seat belts, safety shoes, etc., can be denied in accordance with the FECA.

### **Article 33: EMPLOYEE SERVICES**

Section 1. The Employer will make reasonable efforts to provide employee services which fulfill demonstrated needs for motivating employees toward better production, promoting employee health and improving morale, and which are responsive to expressed interests of employees in consonance with the Department of Army policy.

Section 2. It is a policy of the Employer that employees are to be promptly notified of personal emergency telephone calls or messages received during duty hours. The Employer understands the need for occasional personal calls by the employee and from his family. However, the Employer and the Union have the obligation to remind all employees to curtail repeated and unreasonably long calls not of an official nature in an effort to reduce cost and to maintain access to telephone lines for official calls.

Section 3. The Employer recognizes the need for an employee to make necessary phone calls which are in the best interest of the government, such as:

- a. To notify a family member or doctor if the employee is injured or becomes ill in the job.
- b. To notify a family member or babysitter of unexpected travel delays.
- c. To notify a family member or babysitter when an employee has to work mandatory overtime on short notice.

Section 4. Where facilities and space are available, the Employer will establish a room where employees who become ill on the job may rest for a reasonable amount of time until they are able to work. Employees not recuperating after a reasonably short period will be referred to the occupational health nurse.

### **Article 34: EATING AREAS**

Section 1. The Employer agrees where practicable to designate areas for employees to eat their lunches in each building in which bargaining unit employees normally carry on their work.

Section 2. Those employees whose buildings have designated lunch or break facilities are encouraged to use those areas instead of their immediate work sites to avoid the possibility of displaying an image of unproductivity to customers, visitors and others who may observe the employees reading magazines or newspapers, playing card games or doing hobbies during their lunch or break periods.

### **Article 35: PARKING FACILITIES**

Section 1. The Employer agrees that reserved parking spaces for the physically handicapped will be provided as close to an accessible entrance as possible.

Section 2. The Union agrees to encourage employees to utilize "Rider-Pools" in order to minimize the number of vehicles coming onto the installation.

Section 3. All available parking areas will be designated for parking as close to assigned work areas as feasible. In this connection, an appropriate representative of the Employer shall review any alleged inequities reported by the Union in the utilization of available parking facilities and may recommend additional parking areas as the need arises, commensurate with the availability of space.

Section 4. Where available and parking is designated for employees, a designated parking space will be assigned for the Union President, Chief Steward and all stewards within close proximity of their assigned work areas.

Section 5. All parking spaces on the installation will be provided free of charge.

Section 6. A parking space will be reserved at the Civilian Personnel Office building for the Union President.

### **Article 36: HEALTH BENEFITS PLAN**

Section 1. American Federation of Government Employees health benefits plan brochures shall be presented to all eligible employees in the bargaining units on the same basis as other approved federal health benefit plan brochures.

Section 2. The Employer will furnish the AFGE health benefits plan brochure when requested by an employee during open season enrollment periods.

Section 3. The Union agrees to furnish a supply of AFGE brochures adequate for new employee and open season needs.

#### **Article 37: EMPLOYEE ASSISTANCE IN ALCOHOL AND DRUG ABUSE MATTERS**

Section 1. The Employer and the Union are concerned with the accomplishment of installation missions and the requisite need to maintain productivity. While the decision to use alcohol or other drugs is a personal one, when it interferes with the efficient and safe performance of the employee's assigned duties, reduces dependability, or reflects discredit upon the installation, it becomes the legitimate concern of both the Employer and the Union. Recognizing that alcoholism and other drug abuse are preventable and treatable illnesses; that they are no respecters of grade or position; and they affect management as well as labor, it is to the advantage of both Employer and Union to assist personnel in recovering from these illnesses.

Section 2. The Employer and the Union will support the Installation Alcohol and Drug Abuse Prevention Control Program.

Section 3. Participation by civilian employees in all aspects of the treatment, detoxification and rehabilitation elements of the program will be voluntary.

Section 4. Continued unsatisfactory work performance or conduct due to alcoholism or drug abuse, in cases where the employee refuses voluntary diagnosis and help for his illness, or fails to achieve satisfactory results in rehabilitation, will be handled in accordance with the regulatory procedures which govern unsatisfactory work performance or conduct.

#### **Article 38: DAY CARE CENTER**

Section 1. The employer and the Union mutually agree to establish a committee within 6 months to provide direction, alternatives and action to pursue establishment of a day care center for use by children of bargaining unit employees.

#### **Article 39: INCENTIVE AWARD AND SUGGESTION PROGRAMS**

Section 1. The Employer and the Union agree that in order to properly maintain interest and to promote new ideas, it is necessary to have valid and effective Incentive Awards and Suggestion Awards Programs. To assure this, The Employer and the Union further agree that all eligible suggestions and incentive awards will be fairly and equitable evaluated and promptly processed.

Section 2. When any eligible suggestion is received, it will be processed and forwarded promptly for evaluation. The evaluator may seek advice from other qualified persons who are familiar with the area in which the suggestion may have application. This will be accomplished within a reasonable period of time.

Section 3. When the suggestion reaches the evaluator, it will be evaluated promptly and returned to the Suggestion Program Office. When it is determined that evaluation cannot be completed within 20 workdays after receipt of the suggestion, the suggestor will be so informed by the Suggestion Program Office and furnished interim progress reports on the status of the suggestion.

Section 4. Operating officials to whom authority to approve or disapprove awards and suggestions has been delegated will insure adherence to time limits proscribed by regulations.

Section 5. Recommendations for awards shall be based strictly on merit. An award may not be disapproved solely on the basis of exceeding established guidelines.

Section 6. The Employer and the Union agree that the Union will have a representative to serve as a member of any Incentive Awards Committee. The Union representative will express the Union's views on program planning and evaluation and make recommendations.

Section 7. For the purpose of better understanding, the Employer will insure that the programs and recipients of awards receive adequate publicity. The Union/Employer will publicize the programs and awards in its publications and encourage employees to participate in the Suggestion Program.

## **Article 40: CIVIC RESPONSIBILITIES**

Section 1. The Employer and the Union recognize the importance of employee participation in authorized charitable fund raising campaigns, savings bond drives, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and the Employer and the Union shall refrain from exerting pressure upon employees to participate. The Union agrees to support such campaigns and encourage employee participation.

Section 2. The Employer and the Union agree that employees are encouraged to serve as blood donors and will be excused from work without charge to leave for the time necessary to donate the blood for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excusal time will not exceed 4 hours except in unusual cases.

Section 3. The employer agrees that eligible employees who are called for jury duty will be paid at their basic rate for time lost from their normal basic work schedules. Such employees will check with the Civilian Personnel Office to determine what disposition to make of any compensation or fees they may receive. An employee called for such duty will promptly notify the Employer in order that arrangements may be made for his absence. The employee will present to the Employer, a signed jury service time card or other satisfactory evidence of the time served on such duties.

Section 4. Insofar as practicable, employees who are eligible and desire to vote in national, state, and local elections or referenda shall, upon request, be granted a sufficient amount of administrative leave to permit them to report for work no more than 3 hours after the polls open or leave work no more than 3 hours before the polls close, whichever requires the lesser time off from work.

## **Article 41: CRIME PREVENTION AND PHYSICAL SECURITY**

Section 1. It is in the best interest of the Employer and the Union to promote a safe and secure work environment. This encompasses personal safety as well as security of both private and government property.

Section 2. The Employer and the Union will cooperate in supporting the Army Installation Crime Prevention and Physical Security Program which is of mutual concern to both parties. This will be accomplished in such a manner as to remove or minimize the opportunity for the commission of criminal acts committed by perpetrators of any origin.

Section 3. The Employer will provide guidelines and issue procedures in order to achieve compliance with the program in areas such as but not limited to the following:

- a. Accountability for government furnished tools and equipment.
- b. Use of government furnished supplies and materials.
- c. Security of administrative areas to include office machines, government paperwork and personal property.
- d. Key control.
- e. Employee identification badges, cards and passes.
- f. Installation access gates.
- g. Disposition of excess salvageable government property.
- h. Fire prevention.
- i. Internal Controls to preclude fraud, waste and abuse.

Section 4. The Union will support the concepts of the program in the above areas which will call for the safeguarding of persons, employees to be watchful for obvious or suspicious activities or conditions which lend toward fraud, waste and abuse or compromise the Army Installation Crime Prevention and Physical Security Program or constitute criminal activity.

Section 5. The Employer will issue identification cards to employees for the purpose of maintaining and insuring internal security measures against subversive or special threat operations which may be directed toward Ft. Meade and /or its tenant activities. In the event of unexpected closing and limited access to activities or to the installation during such operations, the employer may impose restriction to enter unless

employees show proper identification as issued by the Employer. The Union will be notified of the restriction to access or entry, consistent with internal security procedures.

## **Article 42: ENERGY CONSERVATION**

Section 1. The Employer and the Union recognize the importance of employee support of the energy conservation program, the objective of which is to conserve both the utility and mobility energy sources consumed by the installation in performance of the mission.

Section 2. The Employer will publish guidelines and define the program and recognized standards in order to maintain a workable and effective plan for achieving energy conservation.

Section 3. The Union will support the established standards for the use of water and lighting utilities, and electrical appliances and equipment such as: coffeemakers, refrigerators, air conditioners, and air conditioning systems, hot water heaters, electric space heaters and heating systems.

Section 4. The Union will support the conservation of mobility fuels such as motor gasoline (MOGAS), diesel, JP-4 and aviation gasoline (AVGAS) through such administrative controls and operational restrictions as stipulated by regulation or standard operation procedures which address such items as unnecessary idling of vehicles and encourage consolidation of administrative or supply runs where feasible.

## **Article 43: ENVIRONMENTAL CONSERVATION**

Section 1. The employer and the Union recognize the importance of employee support of the environment protection and enhancement program; the goal of which is to plan, initiate and carry out actions to minimize adverse effects on the quality of the human environment without impairment to the installation's mission.

Section 2. The Employer and the Union will demonstrate initiative and leadership in carrying out an environmental program which contributes to the national goal of preserving and enhancing the environment.

Section 3. The Employer will publish guidelines and describe the program in order to maintain a workable and effective plan for accomplishing environmental protection and enhancement.

Section 4. The Union will support the environmental programs in areas such:

- a. Air pollution abatement including operation of incinerators.
- b. Solid waste disposal including anti-littering efforts.
- c. Hazardous waste and material including pesticides.
- d. Noise abatement including operation of equipment.
- e. Oil and hazardous substances spill control including operation of wash racks, steam cleaning operations, hot water washing facilities, oil separators, petroleum, oil and lubricant (POL) storage areas and fuel handling.
- f. Resource recycling and recovery programs such as waste oils, paper and cardboard and other valuable resources as may be determined.

## **Article 44: WHISTLE-BLOWER PROTECTION**

Section 1. Employees shall be protected against reprisal for the lawful disclosure of information which the employee reasonably believes a violation of law, rule or regulation, evidences of mismanagement, a gross waste of funds, an abuse of authority, or a danger to health or safety.

## **Article 45: ORIENTATION OF NEW EMPLOYEES**

Section 1. All new employees shall be informed by the Employer and the Union that the Union is the exclusive representative of Employees in the bargaining units. Each new employee shall be informed of the provisions of this Agreement and of their unrestrained right to representation as to join or refrain from

joining the employee organization. Each new employee shall receive a copy of the Agreement from the Employer.

Section 2. During the orientation of new employees, representatives of the Union shall be afforded a reasonable amount of time to distribute a list of the names of the Officers, Chief Stewards, and stewards/and their normally assigned area of representation.

Section 3. The Employer and the Union agrees that an orientation will enhance the performance capabilities of new employees. Orientation of new employees should normally occur within 30 days from their entrance on duty. Orientation will consist of (but not limited to) the following:

- a. All current activity standard operating procedures, policy letters, rules, regulations, etc.
- b. Chain of Command (title and name)
- c. Career development training
- d. Intra-branch functional relationship

## **Article 46: EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Employer and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, national origin, mental or physical handicap, or age. The Employer will have a positive, continuing and results-oriented program of affirmative action. The parties agree that equal employment opportunity shall be administered in accordance with the Civil Rights Act of 1967, as amended; the Rehabilitation Act of 1973, as amended; and any other authorizing legislation or applicable regulations.

Section 2.

- a. Establishment and implementation of the Affirmative Employment Program Plan (AEPP) is a fundamental administration objective. The Employer will continue to provide overall Employer support and budgetary planning to achieve affirmative action objectives throughout the Bargaining Units:
  1. The Employer will provide the Union with the Employer's procedures for developing and the Affirmative Employment Program Plan including time frames set by both the EEOC and the Employer.
  2. Prior to submitting its Affirmative Employment Program to the EEOC or successor agency for approval, the Employer will provide a copy of the plan to the Union, and upon request, will fulfill its duty to bargain under law.
  3. Any information shared, discussions and/or negotiations held under this article will only apply to bargaining unit positions.
- b. Consistent with the EEOC Guidelines for FGGM AEPP's, Employer plan shall include as appropriate:
  1. Identification of the most populous GS and WG occupation which shall be analyzed for underrepresentation when compared to the Civilian Labor Force or Standard Metropolitan Statistical Area (SMSA), whichever is more appropriate.
  2. Identification of designated target occupations.
  3. Analysis to identify impediments to the elimination of underrepresentation for targeted occupations.
  4. Determination of anticipated vacancies over the period of the plan in targeted occupations.
  5. Identification of innovative staffing techniques to increase pools of qualified internal and external candidates for targeted occupations.
- c. Whenever an adverse EEO impact is evidenced pursuant to the Affirmative Employment Program Plan, Specific and measurable objectives shall be set to correct the conditions. Those objectives will include but are not limited to:

1. Validating existing selection procedures or;
2. Modifying or substituting selection procedures alleviate adverse impact.

Section 3. The Employer and the Union recognize that sexual harassment adversely affects all employees. Unwelcome advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment as defined in EEOC Guideline 29 CFR Section 1604., etc.

Section 4.

- a. The Employer shall make available to the Union, written information describing the Affirmative Employment Program Plan and the EEO complaint procedures. The names and telephone numbers of EEO counselors will be posted on official bulletin boards.
- b. The Employer agrees to furnish the Union, on a yearly basis, the following EEO information by sex and race. (Information on the age and handicap, if available, will be furnished upon request).
  1. Workforce Profile by grade level.
  2. Workforce Profile by selected occupations.
  3. Promotion trend data for selected positions
  4. Outside hiring statistics for selected positions

Section 5. The Employer and the Union will meet quarterly upon the request of either party to assess progress and make adjustments or recommendations. The meeting will be informal; however, a written report of the meeting will be prepared by the Employer.

Section 6.

- a. The Employer and the Union agree that sufficient number of trained EEO counselors are necessary to a properly administered EEO program. Counselors will be given training and will be available and accessible to employees.
- b. The Employer and the Union will nominate candidates for EEO Counselor positions. The Employer will consider the EEO counselors from the nominees submitted.
- c. Employees shall choose from available designated EEO counselors to pursue their complaint.
- d. Union officials representing employees in EEO complaints will have prompt access, subject to applicable EEO procedures, to copies of the EEO Counselor and Investigative Reports and the personnel records of the complainant.
- e. Training on the prevention of sexual harassment shall be included in FGGM training program provided to EEO counselors.

#### Article 47 HANDICAP EMPLOYEE PROGRAM

Section 1. The Employer shall, according to law, take action to accommodate placement and advancement of qualified handicapped employees and disabled veteran employees.

Section 2. The Employer will made reasonable accommodation to the known physical or mental limitations of qualified handicapped employees which does not cause undue hardship on the mission accomplishment.

Section 3. A qualified handicapped employee will not be rejected for details, temporary promotions, reassignments, or promotions on the grounds that reasonable accommodations (which would not cause undue hardship) would have to be made.

Section 4. The Employer and the Union agree on the definition of reasonable accommodation as found in appropriate regulations.

Section 5. The Employer shall make reasonable accommodations to include job restructuring which does not alter the essential function of the job. Consideration will be given to the employee's specific disability, existing limitations, and the nature and environment of the job.

Section 6. Each handicapped employee shall have the right to have his Union representative present during all conversations, meeting, testing, and personnel actions concerning the restructuring and all accommodations granted to the handicapped individual.

Section 7. The Employer and the Union agree that in many cases, changes in the work environment can enable handicapped persons to better perform their job duties. The Employer agrees that the following may be considered, but limited to:

- a. Rearranging files or shelves.
- b. Widening access areas.
- c. Maintaining hazard-free pathways.
- d. Raising or lowering equipment.
- e. Moving equipment controls from one side to the other.
- f. Installing special holding devices on desks, benches, chairs or machines.

Section 8. The Employer will be flexible in granting leave to reasonably accommodate qualified handicapped employees. This will involve a flexible or liberal application for approval of excused absences, sick leave, and leave without pay. Non-emergency leave requests should follow normal leave requesting procedures and be consistent with workload requirements.

- a. Training on duty time. Official time shall be granted consistent with workload requirements when a qualified handicapped employee must attend training on a job-related assisting device.
- b. In inclement weather, the Employer agrees to review the need for administrative leave as required to accommodate qualified handicapped employees.
- c. Excused absence with pay shall be granted when temporary building conditions such as extremes of heat or cold adversely affect employees with medically documented disorders and alternate accommodations cannot be made available.
- d. Leave approving officials should, where possible, grant annual leave or excused absences for meeting or conventions where it can reasonably be expected that attendance would increase the handicapped employee's job knowledge, skills, or performance.
- e. A handicapped employee who depends on an aid, mechanical or otherwise, to perform work normally is incapacitated without the aid. A seeing-eye dog, a wheelchair, or any prosthetic device may be considered an extension of the person and a grant of sick leave for such purposes as training, replacement, or repair is appropriate under the same conditions as any other incapacitation.

Section 9. The Employer and Union agree that all appropriate FGGM training in accordance with applicable requirements shall be made accessible to qualified handicapped employees. The Employer shall provide qualified handicapped employees consideration for all appropriate training opportunities.

## **Article 48: MERIT PLACEMENT AND PROMOTION PROGRAM**

Section 1. The filling of positions will be based upon procedures outlined in Fort George G. Meade Regulation 690-2. This regulation complies with the requirements set forth by higher headquarters and the Office of Personnel Management.

Section 2. Promotions and reassignment shall be made on the basis of qualifications, merit fitness, demonstrated performance and potential for further growth and development. The Employer agrees to use the merit promotions and reassignments as the predominant methods of filling bargaining unit positions, consistent with regulatory requirements and its right to select from any appropriate source. For all bargaining unit vacancies, based on mission requirements and previous experience with skill shortages. Vacancies with the coverage of career-field programs and mandatory placement actions will be filled in accordance with appropriate regulations. Bargaining unit employees who identify themselves as bargaining unit members on the front of their application will be identified and listed before non-bargaining unit employees in the referral and selection list, for initial consideration by the selecting official. This will only be precluded by priority candidate referral covered by law, such as overseas returnees, military spouse eligibles, and other mandated candidates.

Section 3. Employees who have been downgraded from positions within the bargaining units without personal cause and not at their own request while serving under a career or career-conditional appointment will be referred to the selecting supervisor before a competitive referral and selection register is issued. Justification for non-selection must be made a matter reviewed/maintained by the Civilian Personnel Office.

Section 4. The Employer agrees to keep vacancy announcements open for at least 10 calendar days for all positions, prior to the closing date for filing of an application. For those positions that would close on a weekend, applications will be accepted on the next duty day. Such announcements shall clearly state the minimum qualification requirements for appointment to such positions. The announcements shall be posted timely and prominently on all official bulletin boards.

Section 5. A dated receipt will be returned to the employee as soon as possible after receipt of an application for merit promotion at the Civilian Personnel Office. Normally, This will be accomplished within 2 work days.

Section 6. The Union shall be furnished 2 copies of each current position vacancy announcement issued by sending to the Union's mailing address.

Section 7. An unsuccessful candidate who was ranked among the best qualified group and not selected may request in writing and receive the supervisor's reason for selecting the successful candidate. The official reasons are maintained within the Civilian Personnel Office.

Section 8. It is agreed that employees within the bargaining units who apply for vacancies and who on approved leave, temporary duty (TDY), or in military service, will be considered on the same basis as other applicants. The supervisor of such an employee will insure that the rating form is completed in sufficient time for the employee to submit his application to the Civilian Personnel Office.

Section 9. Upon request, the selecting supervisor will provide assistance to unsuccessful best qualified applicants who he directly supervises for the purpose of encouraging them to strive for those types of self-improvement, which may enhance qualifications for promotional opportunities.

Section 10. The Employer, when filling vacancies in bargaining units shall consider all eligibles in making selections to vacancies consistent with the Affirmative Employment Program Plan (AEPP) as described in Article 46, EQUAL EMPLOYMENT OPORTUNITY, of this agreement, the local Merit Placement and Promotion Program, and the Upward Mobility Program. The Employer further agrees that when an interview is afforded any of the referred candidates, all those on the referral and selection list will be interviewed, if feasible. Feasibility determination will be documented by the selecting official on the referral and selection list.

Section 11. The Employer agrees that when Merit Placement and Promotion Program procedures are to fill a vacancy in the bargaining units, selection for promotion shall be made from among the best qualified persons available without discrimination for any reason such as age, race, color, religion, sex, national origin, lawful political affiliation, marital status or physically handicapped individuals who are able to perform the duties of the position being filled.

Section 12. The Employer agrees to:

- a. Notify applicants as soon as possible after it is determined that they are ineligible for the position or are not among the applicants selected as best qualified.
- b. Select an applicant to fill the position within 10 workdays after receipt of the referral and selection list, except when it is determined by the Employer that the position vacancy is not to be filled for reasons of changed mission requirements or economics of operation or for other reasons not contrary to the provisions of the Federal Merit System. Extensions up to 15 calendar days may be granted through the Civilian Personnel Office. An additional 15 day extension may be requested through CPO to the appropriate commander.
- c. Mail notification to applicants who are among the best qualified, of their non-selection within 15 calendar days after and applicant is selected for the position, or as soon as it is determined that the position vacancy announcement will not be used.

Section 13. Temporary promotions rather than a detail assignment is encouraged when the employee is fully qualified for promotion and the assignment is normally expected to continue for more than 30 days, but not to exceed 120 days. Temporary promotions not to exceed 120 days may be made non-competitively and will normally be made from the directorate or staff office where the position requirement exists. However, temporary promotions expected to last longer than 120 days, or extensions beyond 120 days, will be made on a competitive basis. In instances where an initial 120 day non-competitive temporary promotion becomes insufficient to accomplish the intended purpose, any subsequent temporary promotion will not be filled by the same individual, unless it is filled on a competitive basis.

Section 14. The Employer and the Union agree to pursue the establishment of an Automated Merit Placement and Promotion System to include a skills file for filling vacant positions within the bargaining units. Employees will provide necessary input and periodic supplemental data in order to insure that current information is contained in the system. The Union understands that the development, approval, design and implementation of the Automated Merit Placement and Promotion System is a mid-range objective towards the goal of maintaining a speedy and comprehensive process for filling vacant positions. It is further agreed that during the development, approval and design stages of the Automated Merit Placement and Promotion System, the Employer will consult with the Union in formulation of the parameters of the skills file program. Upon implementation, a reasonable time will be established during which the skills file program will be tested for functional effectiveness in support of the Merit Placement and Promotion Program.

Section 15. The Employer and Union agree that compliance with Chapter 310 of the Federal Personnel Manual on nepotism will be enforced. Likewise, selection for merit placement or promotion will not be based upon personal favoritism or patronage.

## **Article 49: POSITION AND JOB DESCRIPTIONS**

Section 1. It is agreed that the Wage and Classification program will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management and higher Army authority. In any case where action is proposed to modify the position description of any employee within bargaining units to the extent that either the rating, title, pay level, or qualification requirements may affect the employee, it is agreed that the immediate supervisor or appropriate Employer official will discuss the proposed change with the employee concerned prior to the effective date of the change.

Section 2. The Employer agrees that every employee is entitled to a current and accurate copy of his position description and that each employee shall be furnished an up-to-date copy whenever it is revised.

Section 3. The Employer agrees to make available to the Union upon its written request, a reasonable number of position descriptions of bargaining unit employees.

Section 4. The Employer agrees to make available to the employee and his representative upon his written request, specific additional information used in determining the classification of his position in written format.

Section 5. The Employer agrees that the statement "performs other duties as assigned" which is included in all position descriptions means assignments which are reasonably related to the employee's position and qualifications. The Union recognizes that duties which may not be reasonably related to an employee's position might have to be assigned. The Employer will make every effort to minimize such assignments and will terminate them at the earliest practical time. This in no way limits an employee's responsibilities to perform housekeeping functions around his immediate work area, such as his desk or machine.

Section 6. The Employer agrees that it is not appropriate to assign employees to menial or dirty tasks solely as reprisal or punishment.

## **Article 50: EMPLOYEE TRAINING AND DEVELOPMENT**

Section 1. The Employer exercises responsibility under the Government Employees Training Act, Public Law 85-507, for the establishment of training programs within the bargaining units to increase efficiency and effectiveness. The Employer will, as the need arises, identify areas of skill in which scarcities exist.

The Union will recommend to the Employer those training programs which are considered as necessary for improvement in the performance of official duties. In addition:

- a. Employees recognize, under the Act, a responsibility to engage in self-development activities to improve employment capabilities in order to reinforce the required training provided by the Employer.
- b. Employer retains the right to determine the needs and to direct employees to participate in such training as necessary.
- c. The Union agrees to support Employer established training programs and to encourage employees to engage in Department of the Army and other off-duty self-development programs.

Section 2. The Employer will publicize all formal training opportunities so that employees may apply for such training. Equal opportunity to participate in training will be made available to all employees who need and qualify for training.

Section 3. The Employer will provide and schedule on-duty training for Union officials in interpretation and administration of this contract. Union officials will be released from their normal duties for such training without charge to leave or loss of pay.

Section 4. The Employer agrees to plan and provide for retraining of employees when planned management changes in organizations, function or missions occur and to provide such on-the-job cross training as is practical and in the general interest. In addition, the Civilian Personnel Officer or his designee will determine from the State Employment Service, and announce, when appropriate, any rehabilitation training available to employees whose employment is terminated because of a reduction in force.

Section 5. With respect to any training given for preparing an individual for promotion, or where special training is required for promotion, the recipient of such training shall be selected on a competitive basis in accordance with the Employer's Merit Placement and Promotion Program.

Section 6. The employee and his supervisor will jointly develop the Individual Development Plan of the Employee Performance Appraisal in order to reflect those developmental activities which will enhance job performance potential. The supervisor will explain the extent to which the previous Individual Development Plan was accomplished and select potential developmental assignments, if any. The supervisor and employee will discuss and explore formal training needed or recommended and self-development activities which would be beneficial to the employee's career. Final determination as to the content of the Individual Development Plan rests with the Employer. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and productivity.

Section 7. When circumstances necessitate abolishment of certain jobs, the Employer agrees to provide training programs designed to qualify displaced employees for other jobs to the maximum extent possible. The Employer further agrees to bear the expense of the training to the extent permitted by applicable regulations.

Section 8. The parties agree that fair and equitable consideration shall be afforded bargaining unit employees with respect to training which will improve their on-the-job performance. Priority consideration will be given to employees who have expressed an interest in such training.

Section 9. When employees travel at Government expense to attend a training course, per diem will be made only for the time of travel necessary to arrive at the temporary duty site at a reasonable hour to obtain necessary accommodations prior to the commencement of the training course. However, an employee will not be authorized extra per diem solely because the employee declines to travel on Saturday and Sunday when courses commence on Monday, or end on a Friday; but he may be entitled to premium pay or compensatory time for travel outside his normal duty hours.

## **Article 51: DETAIL ASSIGNMENTS**

Section 1. The Employer and the Union agree that for the purpose of this Article the following definitions shall apply.

- a. UNOFFICIAL DETAIL. The temporary assignment of an employee for less than 120 days without formal personnel action or change of pay status, to duties other than those covered in his official job description.
- b. OFFICIAL DETAIL. The temporary assignment of an employee for more than 30 days at a higher grade or more than 120 days without change of pay status, to duties other than those covered in his official job description

Section 2. Details to higher graded position or to positions with more known promotion potential in excess of 30 days and all other details for 120 days or more will be requested on a Standard Form 52 (Request for Personnel Action) by the supervisor to the Civilian Personnel Office. The civilian Personnel Office will approve such requests in accordance with appropriate Civilian Personnel regulations. A copy of the SF52 will be provided to the employee.

Section 3. Details to unclassified duties, to same, higher or lower grade positions may be extended in 120 day increments up to a maximum of one year. Details to an organization undergoing a commercial activity study may be extended in 120 day increments up to 2 years. Details in excess of authorization must be approved by the Office of Personnel Management.

Section 4. Details to higher graded positions or positions with known promotion potential will be made on a competitive basis. In instances where an initial 120 day non-competitive detail becomes insufficient to accomplish the intended purpose, any subsequent detail will not be filled by the same individual unless it is filled on a competitive basis. A succession of short details of the same individual will not be used to evade these provisions.

Section 5. Details will be kept to the shortest period necessary to accomplish the intended mission.

Section 6. Temporary promotion instead of detail is encouraged when the employee is fully qualified for promotion and the assignment is normally expected to continue for more than 30 days. Official details will not be made to evade the provisions of the Merit Placement and Promotion Program.

Section 7. The employer agrees that all details will be on a fair and equitable basis, consistent with employee qualifications and Employer requirements.

#### Article 52: MOTIVATION AND JOB ENRICHMENT

Section 1 The Employer and the Union recognize there are motivation factors that affect employees.

Section 2. The Employer and the Union recognize that the presence of good policies and administration, proper supervision, just salaries, effective interpersonal relationships, and satisfactory working conditions do not, by themselves, motivate the employees. Other factors of equal importance are: the job situation; a sense of achievement in accomplishing the job, recognition for such achievement and opportunity for advancement.

Section 3. The Employer will foster an environment which is conducive to attaining the desired motivation factors which in turn would enhance job enrichment and achieve optimum performance.

Section 4. The union will support the goals of motivation and job enrichment by assisting in their growth through such means as helping employees realize the full range of their potential, and encouraging a sense of involvement in the workforce. Some target areas include:

- a. Improving quality of service.
- b. Encouraging new ideas.
- c. Preventing unnecessary work.
- d. Avoiding accidents and injuries.
- e. Maintaining clean work sites.
- f. Reducing lateness.
- g. Discouraging abuse of sick leave.
- h. Minimizing nonproductive time.
- i. Improving work methods.
- j. Fostering productivity.

## **Article 53: PERFORMANCE MANAGEMENT SYSTEM**

Section 1. The Performance Management System as applied to bargaining unit employees will be fair, objective, equitable, and job related. Employee performance ratings will be a result of the application of standards of performance to the employee's performance on critical and non-critical major elements of the employee's position. The employee will be rated on these elements.

Section 2. Employee participation in establishing or modifying performance standards will be achieved in the following ways:

- a. The employee may draft the Civilian Performance Plan initially and submit it to the rating supervisor or,
- b. The rating supervisor may draft and submit the plan to the employee for review and comment or,
- c. Both parties may work on the plan together. The performance requirements should be the result of a mutual effort toward commonly understood and agreed upon standards. However, if agreement is not possible, upon request, the employee may informally discuss the disagreement with the reviewing official. The reviewing official, after discussing the disagreement with both the employee and the rating supervisor, will make a final decision. Employees cannot grieve the establishment of performance requirements which include major job elements, and performance standards, unless they specifically violate law, rule or regulation. Likewise, designation of major job elements as critical or non-critical is not grievable.

Section 3. During the process of drafting, discussing and finalizing the performance requirements, All meetings will be one-on-one meeting between the supervisor and employee; and are considered informal, not requiring representation. Employees, however, may request a follow-up meeting with the rating supervisor in which a Union official is present in order to resolve any misunderstanding regarding the performance requirements

Section 4. The appraisal system will be a major factor in determining awards and quality step increases based upon sustained performance.

Section 5. During the yearly appraisal period, all employees will have at least 1 conference before their final appraisal. Such conference shall take place approximately midway in the appraisal period and shall be documented on the Midpoint/In-Progress Review Record (M/IPR) in Appendix B. The employee may make written comments in response on the M/IPR Record; the employee shall receive the original copy of the M/IPR Record; the supervisor shall keep 1 copy for the record and send 1 copy to the Management-Employee Relations Division, Civilian Personnel Office.

Section 6. If the employee is dissatisfied with the official rating, he may informally discuss the rating with the reviewing official providing rationale as to why the rating should be reconsidered. The employee may make an appointment with the Management-Employee Relations Division of the Civilian Personnel Office for the purpose of reviewing appropriate regulation and discussing his dissatisfaction. The employee should be aware that the Management-Employee Relations Division has no authority to change the rating. If this informal procedure fails to satisfy the employee, the employee at this time may file a grievance, if appropriate, using the procedure in Article 62, GRIEVANCE PROCEDURE, of this agreement.

Section 7. An employee who believes that he has been adversely affected by application of a performance standard may raise the issue of whether the performance standard, as applied to the employee, is fair and reasonable in any grievance proceeding or arbitration concerning the matter.

## **Article 54: ACCEPTABLE LEVEL OF COMPETENCE**

Section 1. Advancements in pay called "within grade" increases for employees whose performance is at an acceptable level of competence are provided for those employees who have met the proscribed length of service in grade.

Section 2. The determination as to whether an employee is or is not performing at an acceptable level of competence will be based upon the evaluation of performance during the current rating period under the Performance Management System (PMS).

Section 3. The most recent performance appraisal is the mechanism by which the employee is made aware of his level of performance. A rating of Fully Successful or higher will qualify the employee for a "within grade" increase when the proscribed length of service in grade is attained. A rating less than Fully Successful will result in denial of a "within grade" increase regardless of attainment of prescribed length of service in grade.

Section 4. When reconsideration or grievance results in a finding favorable to the employee, the effective date of the "within grade" increase will be the date it would have been made had the initial determination been favorable.

## **Article 55: TRADES AND CRAFTS**

Section 1. The Employer retains the basic right to assign work in the manner considered best to maintain an effective and efficient operation.

Section 2. The Employer and the Union agree on the necessity of enhancing effectiveness and efficiency, in order to insure the competitiveness of the in-house workforce.

Section 3. The Employer and the Union agree on the requirement to attain and maintain a highly competitive workforce. Accordingly, the Union agrees to support and assist the Employer in the development and maintenance of multi-skilled positions where appropriate to enhance productivity and gain economies.

## **Article 56: PRODUCTIVITY**

Section 1. The parties agree that Headquarters, First U.S. Army and Fort George G. Meade Garrison and its civilian workforce is in many aspects a service industry providing for the support of national defense activities associated with the installation. The installation must be competitive within the American economy in obtaining its fair share of the Army's resources furnished through the Federal Programming Planning, Budget and Execution System. Effectiveness in the use of the installation's resources equates to productivity. The Army cannot increase its productivity at the Department of the Army level. It can only be enhanced at the installation level. Furthermore, the workforce, when it is low in productivity cannot survive against contractual competition of commercial activities.

Section 2. Both parties realize that each must find new ways to improve in productivity. Only in this way, by getting more accomplished on an individual and organizational basis, will our installation productivity be enhanced.

Section 3. The parties agree to cooperate in an effort to increase productivity. In this effort, the Union will encourage employees to personally commit themselves to this endeavor to enhance the effectiveness and efficiency of operations. The Union will also assist in the promotion of management programs designed to increase productivity. The Employer will consult with the Union regarding studies, plans and programs designed to achieve productivity and retain a viable cost effective, in-house civilian workforce.

## **Article 57: REDUCTION-IN-FORCE**

Section 1. The Employer agrees to notify the Union at the earliest permissible time subsequent to the determination that a reduction-in-force affecting employees in the bargaining units may be necessary. The Union may make its views and recommendations known concerning the implementation of such reduction-in-force action. The Employer agrees further that prior to the issuance of official notice to bargaining unit employees involved in such reduction-in-force action, the Union shall be notified of the number of bargaining unit employees and competitive levels affected, the date action is to be effective, and the reason for the reduction-in-force. The Union will render its assistance in communication to employees the reason for the reduction-in-force.

Section 2. In the event of a reduction-in-force, all bargaining unit vacancies allowed for fill will be used to the maximum extent feasible to place employees in continuing positions, who otherwise would be separated from the service. All reductions-in-force will be carried out in strict compliance with applicable laws and regulations.

Section 3. Any career or career-conditional employee separated by reduction-in-force action shall be placed on a reemployment priority list in accordance with applicable regulations. Such employees will be given preference re-hiring in permanent and temporary positions for which qualified, as provided in such rules and regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 4. In the event a reduction-in-force is implemented, the bargaining unit employees affected and their representatives shall have the right to review their retention registers and registers of employees entitled to displace them. In addition, with the affected employee's consent and in his presence, the President, Chief Steward or appropriate steward shall have the right to review the employee's official personnel folder and other retention records and regulations bearing on his case in connection with formulating a reduction-in-force appeal.

Section 5. The Employer agrees to seek reasonable alternatives to avoid or minimize a reduction-in-force through such means as reorganization, reassignment, transfer, position restructuring, voluntary attrition programs and outside placement assistance efforts. The Employer agrees to notify the Union when such alternatives have been approved for implementation.

Section 6. The Employer will conduct a cost-benefit study before conducting a reduction-in-force to determine whether it would be more cost effective to furlough or retrain employees.

Section 7. The Employer will, whenever possible, non-competitively return RIF'ed employees to their former positions when the positions are vacated and are to filled.

## **Article 58: CONTRACTING OF WORK**

Section 1. The Employer will notify the Union President or his designated representative if it becomes necessary to contract work normally performed by employees in the bargaining unit, which would affect the number of employees in the bargaining unit. Proposal to announce commercial activities cost studies will be provided the Union President or his designated representative prior to dispatch of correspondence to higher headquarters. Notification will be given as soon as possible after the necessity for contracting is known. The Employer agrees to abide by all laws, rules, and regulations of the Office of Personnel Management, Comptroller General, and the Office of Personnel Management and Budget with respect to any contract activity.

Section 2. Union officials and employees will be advised of commercial activity cost study time frames and will be encouraged to participate in development of appropriate performance work statements and provide input to management studies. Suggestions will be solicited for improvement of in-house organizations. Union participation does not extend to any part of the cost study, such as the terms and conditions of the solicitation or the in-house cost estimate.

Section 3. The Employer will insure that employees displaced as a result of conversion to contract performance will have the right of first refusal for employment openings on the contract in employment with the contractor within 90 days of separation are not entitled to severance pay. Other specified employment restrictions may apply as pertains to comparable employment with the contractor.

Section 4. Rationale for contracting of work in this category will be provided to the Union upon request. The Employer will provide the Union access to records pertaining to a specific contract, unless prohibited by law and/or regulations from higher authority. The Employer will, unless prohibited, provide copies of extracts of specific documents selected by the Union. Union views concerning contracting of work affecting the number of employees currently employed in the bargaining units will be evaluated by the Employer.

Section 5. When the Employer determines that bargaining unit work will be contracted out, the Employer will meet and confer with the Union concerning the impact on bargaining unit employees. This shall

include, but is not limited to, specific procedures calling for reassignment, promotion, demotion, transfer, detail, special retirement, or other methods directed toward the benefit of employees affected directly, or indirectly, by the contracting.

## **Section 59: EMPLOYEE RECORD CARD**

Section 1. Standard Form 7B (Employee Record Card) is an informal card maintained by a supervisor for the purpose of recording current information pertaining to an employee to assist the supervisor in performing his personnel management responsibilities. Employees will, upon request, be permitted to review their own employee record card, and will not be required to initial any entries made thereon. The Standard Form 7B will be maintained confidentially.

Section 2. The Employer agrees that data recorded on the Employee Record Card will not be used as an official document in support of any personnel action taken against any employee in the bargaining units. Any derogatory information appearing on the Employee Record Card or on a Memorandum for Record will be deleted or obliterated after 1 year upon written request of the employee. Such derogatory information may not be used as part of the basis of any action against an employee as described in Article 61, DISCIPLINARY AND ADVERSE ACTIONS, of this agreement if the incident is more than 1 year old.

## **Article 60: EMPLOYEE PERSONNEL FILES**

Section 1. No derogatory material of any nature which might reflect adversely upon the employee's character or career will be placed in any personnel file or employee record card without his knowledge, except for those matters for which disclosure is prohibited by regulation.

Section 2. Upon request of the employee concerned, his personnel records will be made available to him and his representative(s), except for those matters prohibited by regulation. Employees cannot remove the official personnel folder from the Civilian Personnel Office.

## **Article 61: DISCIPLINARY AND ADVERSE ACTIONS**

Section 1. It is the policy of the Employer to maintain productivity, employee morale and proper order through effective and timely application of corrective action. Before imposing disciplinary action, the Employer shall make reasonable efforts to explore with the employee the source of any difficulty or problem affecting the Employee's behavior and suggest and/or request constructive ways in which to resolve the difficulty.

Section 2. Informal disciplinary actions are defined as oral and written admonishments or warnings. Formal disciplinary (non-adverse) actions are Letters of Reprimand, and suspensions for 14 days or less. Formal disciplinary (adverse) actions are suspensions for more than 14 days, involuntary reductions in grade or pay, and removals. All such actions shall be taken for just cause as will promote the efficiency of the service and will be in accordance with Office of Personnel Management, Department of the Army, and Headquarters, First Army and Fort Meade Garrison regulations.

Section 3. The Employer shall conduct informal person-to-person discussions and counseling of employees to insure compliance with organizational policies and practices. Such conversations are normal supervisor-employee private matters where the right of representation may not be necessary and normally only the employee and supervisor need be present.

Section 4. Employees may be disciplined informally or formally. Informal discipline includes oral and written admonishments or warnings. In taking informal discipline, the supervisor will meet with the employee and:

- a. Advise the employee of the specific infraction or breach of conduct.
- b. Explain exactly when and where it occurred.
- c. Allow the Employee to explain his side of the incident.
- d. Advise the Employee that continued violations will result in formal disciplinary action.

The format for informal discipline is described in Appendix C. This document will be issued to the employee who signs and dates it. The employee's signature indicates that discussion, not necessarily agreement, has occurred. The supervisor will keep a copy for his records. The informal disciplinary record document similar in nature, is experienced.

Section 5. In conducting examinations (questioning) of bargaining unit employees which might result in disciplinary action against those employees, the Employer shall first advise the employee of his right to Union representation. If Union representation is requested, the Employer will call the Management-Employee Relations Division, Civilian Personnel Office to obtain a Union Representative. That office will insure a representative is made available to the employee. Examination of the employee will begin once the representative is present.

Section 6. All Letters of Reprimand shall contain exact information to indicate specifically why the letter is being issued. The letter will advise the employee of how long and where the letter will be retained. The letter shall also inform the employee that he has the right to file a grievance under the negotiated grievance procedures.

Section 7. A bargaining unit employee being issued a Letter of Proposed Suspension, Involuntary Reduction in Grade or Pay, or Removal notice is entitled to:

- a. An advance written notice (1 copy for Union) stating the specific reasons for the proposed action.
- b. Reasonable time (normally not less than 7 calendar days unless an extension is granted) to answer orally, in writing or both, and to furnish affidavits and other documentary evidence in support of the answer.
- c. Be represented by a Union representative, or other approved representative in making reply.
- d. The name and address of the deciding official to whom the employee may respond.
- e. Consideration of the employee's response by the deciding official.
- f. Reasonable official time through his supervisor to review and obtain material relied upon to support the reasons in the notice to the extent not prohibited by law, to secure affidavits and to present his answer.
- g. Type of work status during the notice period, if changed.

Section 8. Notice periods are normally not less than 15 calendar days for suspensions of 1 to 14 days, with employee response due within 7 calendar days from receipt of the notice, unless an extension is granted. Notice periods for suspensions more than 14 days, for involuntary reductions in grade or pay, or for removals shall normally be not less than 30 calendar days, with employee responses due normally not more than 15 calendar days from receipt of the notice by the employee, unless extensions are granted. Exceptions to the notice period are provided by application of the Crime Provision of the Office of Personnel Management Regulations.

Section 9. It shall be the employee's responsibility to reply in a timely manner to the deciding official by delivering the written answer and/or requesting an appointment to reply orally prior to the end of the reply period. The deciding official shall give full consideration to the employee's reply, to all pertinent factors and shall issue a written decision to sustain, reduce or to cancel the action in its entirety. Such decision will be in writing and delivered to the employee before the action, if any, is to take effect. It will advise the employee of his right to grieve under the negotiated grievance procedure or the statutory appeal procedure, if applicable (1 copy for the Union). Names and addresses of statutory appeal organizations and the Union will be provided in the decision letter as well as the telephone number and name of the Union President.

Section 10. The Employer shall provide the Union a copy of those adverse actions against bargaining unit employees who have elected not to be represented by the Union, except in cases where the action is based on a matter personal to the employee and the employee requests in writing that the action be kept confidential.

Section 11. FURLOUGHS, NOT DISCIPLINARY IN NATURE, of 30 days or less are to be conducted according to adverse action procedures. Each bargaining unit employee will receive a notice of furlough in advance as required by regulation. Employees will have 7 calendar days to respond, after receipt of the

notice, to the reasons for the furlough. A decision in writing will be issued to the employee before action, if any, is to be taken.

## **Article 62: GRIEVANCE PROCEDURES**

Section 1. The Employer and the Union agree that the purpose of this Article is to provide for an acceptable method of settling disagreement and/or disputes in a prompt and equitable manner. Grievances will be handled in such a manner that will be consistent with principles of good management by both parties. To accomplish this, the parties will make every effort to settle grievances at the lowest level of Management and the Union.

Section 2.

- a. This negotiated grievance procedure shall apply to matters of dissatisfaction regarding the interpretation, application or violation of law, regulation or this Agreement affecting conditions of employment of bargaining unit members, including disciplinary and adverse actions. It shall apply to any matter affecting the working conditions of bargaining unit employees. The following issues are excluded from this grievance procedure:
  - (1) A violation relating to prohibited political activities.
  - (2) Retirement, life or health insurance.
  - (3) A suspension or removal for national security reasons.
  - (4) Any examination, certification or appointment.
  - (5) Classification of positions which does not result in reduction in grade or pay.
  - (6) Probationary employee actions.
  - (7) Notice of proposed disciplinary or adverse actions.
  - (8) Failure to adopt suggestions or granting of incentive or other awards.
  - (9) Non-selection from a group of properly ranked and certified eligibles.
  - (10) Decisions to conduct a reduction-in-force.
  - (11) Decisions to require medical certification for medical inability to perform duties.
- b. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance or adverse action may at the employee's option raise the matter under a statutory appellate procedure or this grievance procedure, but not both.
- c. For the purpose of this section and pursuant to Section 7121(e)(1) of the Act, an employee shall be deemed to have exercised his option under this section only, (1) when the employee files a timely notice of appeal under the appellate procedure, or (2) files an informal administrative EEO complaint or files a timely grievance in writing under the negotiated grievance procedure.

Section 3. A grievance may be undertaken by the Union, an employee or a group of employees. Only a Union representative may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union provided that the Union will be present at all discussions and the grievance process. Any written grievance must include the specific action grieved, an explanation of why the action is contrary to the agreement, law or regulation and the specific relief sought.

Section 4. The following procedures are established for the resolution of grievances:

**STEP 1** The grievance shall first be taken up by the grievant (and the Union representative if the employee elects to have one) with the immediate supervisor or the lowest management official with authority to render a decision. The informal grievance must be initiated within 15 workdays of the incident that gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time. In that case, the grievance must be initiated within 15 workdays of the date that the grievant became aware of the incident. A decision will be given to the grievant within 10 workdays after presentation of the grievance. Such decision will be in writing if not resolved and explained by the management representative. The format for unresolved Step 1 grievances is described in Appendix D. Failure of management to meet this deadline shall enable the Union to proceed with the grievance without awaiting for a decision beyond the deadline date. Failure of the Union/Grievant to proceed to the next

appropriate step will result in cancellation of the grievance. Grievances of disciplinary and adverse actions will normally begin at Step 2.

**STEP 2** If the grievant is dissatisfied with the decision given at Step 1, the grievance may be reduced to writing by the aggrieved and advanced to the next step as follows:

Within 10 workdays after receipt of the written decision on the Step 1 or within 10 workdays after the date it should have been received, the grievance shall be presented by the aggrieved or his representative to the next level of supervision with authority to render a decision. The grievance shall be submitted on the Negotiated Grievance Form and the written decision on the Step 1, if received, shall be attached. The grievance form as shown at Appendix E will be provided by the Union. Upon receipt of the grievance, the Management Official shall within 10 workdays render a written decision.

**STEP 3** If dissatisfied with the decision reached in Step 2 or if no decision is given, the grievant may within 10 workdays after receipt of the written decision or within 10 workdays after the date it should have been received, present the grievance to the appropriate Commander or his designated representative. Upon receipt of the grievance, the appropriate Commander will within 10 workdays render a written decision by completing the appropriate section of the Negotiated Grievance Form. Such decision and its basis shall be in writing. If the decision at this step is not satisfactory, the Union may proceed to binding arbitration in accordance with the Arbitration Article (Article 63) of this Agreement.

Section 5. Grievances (Article 62) between the Union and the Employer shall be submitted in writing to the appropriate Commander or his designated representative or the Union President or designated representative as the case may be, within 15 workdays of the date the grievant became aware of the grievance. The grievance shall contain the following:

- a. Statement setting forth facts upon which the grievance is based.
- b. Specific alleged violation.
- c. Remedial action sought.

The decision at this level will be given within 10 workdays of receipt of the grievance. If the decision is unsatisfactory to the grievant it may be submitted to arbitration in accordance with the Arbitration Article (Article 63) of this Agreement.

Section 6. If mutually agreed, the parties may extend all time limits in this Article.

Section 7. In the event either party should declare a grievance non-arbitrable, all such disputes may be referred to arbitration as a threshold issue.

## **Article 63: ARBITRATION**

Section 1. Arbitration may be invoked by either party, but not by individual employees. Arbitration shall extend only to matters covered by the negotiated grievance procedures described in Article 62, GRIEVANCE PROCEDURE, of this agreement.

Section 2. Within 10 workdays following the notice of intent to invoke arbitration pursuant to Article 62, the Employer and the Union shall meet to attempt to select an arbitrator. If agreement cannot be reached, the Employer and the Union shall make a request, either jointly or unilaterally in writing, to the Federal Mediation and conciliation Service to provide a list of 7 impartial individuals qualified to serve as arbitrators. The parties shall meet within 5 workdays following receipt of such list for the purpose of selecting an arbitrator. If the parties are unable to agree as to one of the recommended arbitrators, the following selection procedure shall apply:

- a. The Employer and the Union will each strike one arbitrator's name from the list and repeat this procedure until only one name remains. Determination of the first party to strike on arbitrator's name will be made by the flip of a coin. The remaining individual on the list shall be designated as the duly selected arbitrator.

- b. If the Employer or the Union refuses to participate in the selection of an arbitrator, the other party shall designate an arbitrator from a list provided by the Federal Mediation and Conciliation Service. Such designation shall be final and binding upon parties.
- c. The grieving party may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 3. The arbitrator's fee and all other expenses resulting from the Arbitration, including but not limited to, per diem, facilities, transportation, and transcription services shall be borne equally by the Employer and the Union, provided such costs to the Government do not exceed those authorized by applicable laws and regulations. The arbitration hearing shall be held at Fort George G. Meade. All participants, if employees, in the hearing shall be in a duty status. No overtime or compensatory time will be granted.

Section 4. The arbitrator shall be requested, in all cases, to render his decision as expeditiously as possible after the conclusion of the hearing.

Section 5. The arbitration award shall be restricted in that the arbitrator shall have no power to add to, subtract from, disregard, or modify any of the terms of this agreement. The arbitrator shall have authority to resolve any questions of arbitrability as a threshold issue. Representatives of the Employer and the Union shall meet not less than 15 calendar days prior to the date for an arbitration hearing. The issue of question to be arbitrated will be framed at the meeting and put into writing and signed by both parties. Only the issues raised during the grievance procedure will be considered at the pre-arbitration meeting. The parties agree that only witnesses who have a direct knowledge of the circumstance and factors bearing on the case should be called. Both parties agree to exchange the list of witnesses and exhibits to be offered not later than 3 full working days prior to the hearing. Either party may interview the witnesses to be called by either party with their representative present. Witnesses who are not Employees of the Department of the Army, called by the Union, will not be entitled to reimbursement for expense from the Employer.

Section 6. The decision of the arbitrator shall be final, except that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, in accordance with the procedure specified by the Authority.

Section 7. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 8. In the event that one of the parties cancels the arbitration without mutual consent of the other party, the party that cancels will pay any charges the arbitrator may impose for cancellation. However, if the cancellation was made by mutual consent of both Employer and Union and there is a charge by the arbitrator, then both parties will pay an equal share of the charge.

## **Article 64: UNFAIR LABOR PRACTICES**

Section 1. The parties understand and agree that the filing of Unfair Labor Practice (ULP) charges are serious matters with respect to labor-management relations. However, the parties recognize that misunderstandings occur which can be resolved locally through frank and open discussions of the problem. The parties, therefore, agree that prior to the actual filing of an ULP charge by one party against the other party with the Federal Labor Relations Authority, the procedure described below will be applicable. This procedure shall be used for the consideration of allegations based upon violation of Section 7116 of the Civil Service Reform Act other than Subsection 7116 (b) (7).

Step 1. The charging party (either Employer or Union) will notify the other party of alleged ULP through a written letter of intent within 30 calendar days of the occurrence of the alleged ULP. The letter of intent shall contain a statement of the facts constituting the ULP including:

- a. The exact section of law which is alleged to have been violated.
- b. A clear and concise statement of facts concerning the incident.
- c. Date, time, and place of the incident.
- d. Employer, Union and individuals involved in the incident.

Step 2. The appropriate Commander and the Union President, or their designated representatives, will meet within 15 calendar days after receipt of the letter of intent in an effort to resolve the issue(s). The respondent party will issue its written position concerning the allegation of ULP within 15 calendar days of the meeting.

Step 3. If the respondent's reply is not acceptable, the charging party may file a formal ULP charge with the Federal Labor Relations Authority under Title 5 of the Code of Federal Regulations.

## **Article 65: VOLUNTARY ALLOTMENT OF UNION DUES**

Section 1. It is mutually agreed that the provisions for voluntary allotment of Union dues be included in the agreement. The Employer agrees to deduct dues from the regular earnings of all eligible employees in the bargaining units who are paid from appropriated funds and who voluntarily authorize deductions.

Section 2. It is agreed that a change in the amount of allotment may be only once in any given 6 month period provided that proper notice from the Union is received at least two pay periods prior to the requested effective date. Any reference to payroll office shall be taken to mean the Civilian Pay Section of the Finance and Accounting Office.

Section 3. Subject to procedural requirements of the payroll office the Employer agrees to allow up to five levels of dues deductions for eligible employees who subscribe to the AFGE group plans. This will apply to eligible employees who voluntarily authorize such deductions.

Section 4. The remittance of dues withheld will be made by the payroll office to the Union not later than 3 workdays following the day on which the related salaries were paid to the employee. The check will be made payable to Treasurer, AFGE Local 1622. The Union President or Treasurer may pick-up the check and the original of the positive listing for each payroll for which dues deductions have been made as listed above, at the Finance and Accounting Office. The listing must include the names and amounts withheld with annotations on the listing showing reasons for names being removed from the lists or names who show zero value for deductions.

Section 5. Only Standard Form 1187, (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues) shall be used for purpose of authorizing an allotment. It shall be the responsibility of the Union to procure the prescribed form; to distribute the form to its members, to certify as to the amount of its dues; to inform and to educate its members on the program for allotment for payment of dues, and uses and availability of the prescribed form. The Union will send the completed forms in duplicate to the payroll office. After processing in the payroll office, the original will be retained in the payroll document file and the copy returned to the Union.

Section 6. The payroll office will terminate an allotment and submit in writing to Local 1622 the names of the affected employees as follows:

- a. At the end of the pay period during which an employee is separated from the installation's rolls through death, retirement, transfer, resignation, or other cause; or
- b. At the end of the pay period during which notice is received from the Union that the employee has been suspended or expelled. It shall be the responsibility of the Union to notify the payroll office within 10 days after a member from whom dues deductions are being made has been suspended or expelled; or
- c. At the beginning of the first full pay period after 1 September following receipt in the payroll office of the employee member's written revocation of allotment on Standard Form 1188 which may be obtained from the Civilian Personnel Office. Standard Form 1188 will be made available to employees in the unit of recognition only during a period of two weeks prior to September 1. No employee shall be issued more than one such form and same must be filled out in the Civilian Personnel Office. However, any other written format is acceptable for revocation of an allotment; or
- d. Upon loss of exclusive recognition by the labor organization; or
- e. In the event this agreement providing for dues withholding is suspended terminated by an appropriate authority outside the Department of Defense.

Section 7. It shall be the responsibility of both the Employer and the Union to inform the employee members that the decision to authorize the withholding of Union dues is entirely voluntary. A member may voluntarily revoke an allotment for the payment of dues by filling out an SF-1188, (Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues), and submitting it directly to the Civilian Pay Section of the Finance and Accounting Office. After receipt of such notice by the Civilian Pay Section, revocation will become effective as of the first full pay period following the anniversary date of the employee's authorization of dues withholding or the first pay period beginning after 1 September, whichever is later. The original will be retained in the payroll document file and the copy returned to the Union. However, a written request for revocation of an allotment which is otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the prescribed form.

## **Article 66: PAST PRACTICES**

Section 1. It is agreed and understood that any prior benefits and practices and understandings which were in effect on the effective date of this Agreement and which are not specifically covered by this Agreement and do not detract from it shall not be changed except in accordance with 5 USC 71.

## **Article 67: IMPACT AND IMPLEMENTATION BARGAINING**

Section 1. The Employer and Union agree that changes in personnel policies, practices or procedures which affect working conditions of bargaining unit employees are negotiable except for the implementation of law and government-wide regulations.

Section 2. The Employer shall notify the Union prior to the implementation date of such change. The Union will be provided the opportunity to request bargaining, if appropriate, within 10 workdays of the Union's receipt of the notice.

Section 3. The Employee and Union agree, to an extent not inconsistent with Article 10, MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION, of this Agreement to enter into speedy, good faith bargaining, if appropriate, within 10 workdays after the request for bargaining. The Employer will implement its last good faith offer if no agreement is reached within 15 workdays from the start of bargaining. The issue at impasse will be referred by both the Union and the Employer to the Federal Mediation and Conciliation Service in an attempt to resolve the stalemate.

APPENDIX A

"USE IN TRIPLICATE"

Office Symbol (690-700c)

MEMORANDUM FOR \_\_\_\_\_

(Supervisor of Union Representative)

**SUBJECT: Union Representative's Use of Official Time**

1. Request permission to use official time from approximately \_\_\_\_\_ hours to \_\_\_\_\_ hours for the purpose of performing representational duties in conjunction with Article 7 of the Negotiated Agreement between Headquarters First US Army and Fort George G. Meade and AFGE Local 1622.

2. Purpose:

a. Check as appropriate:

\_\_\_ Grievance Procedure

\_\_\_ Management-Union Meeting

\_\_\_ Labor Negotiations

\_\_\_Other (Specify)

b. Employee represented \_\_\_\_\_

\_\_\_\_\_  
(Signature of Union Representative)

3. APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ (Explain reason(s) for disapproval)

Remarks:

\_\_\_\_\_  
(Signature of Supervisor of Union Representative)

4. I have performed representational duties in the above manner from \_\_\_\_\_ hours to \_\_\_\_\_ hours.

\_\_\_\_\_  
(Signature of Union Representative)

5. Forwarded to Civilian Personnel Office, MER Division for information and file on \_\_\_\_\_(date)\_\_\_\_\_

\_\_\_\_\_  
(Signature of Supervisor of Union Representative)

**DISTRIBUTION:**

- Original: CPO, MER Division
- Copy: Union Representative
- Copy: Supervisor of Union Representative

***SAMPLE FORMAT***

**APPENDIX B**

**MIDPOINT/IN-PROCESS REVIEW RECORD**

EMPLOYEE NAME:

ORGANIZATION:

POSITION TITLE/SERIES/GRADE:

DATE:

RATING PERIOD: FROM:

TO:

PERFORMANCE POINTS:

PERFORMANCE DEFICIENCIES:

SPECIFIC GUIDANCE TO SUSTAIN/IMPROVE PERFORMANCE:

CURRENT ASSESSMENT OF OVERALL PERFORMANCE:

EMPLOYEE COMMENTS:

\_\_\_\_\_  
Employee's Signature/Date

\_\_\_\_\_  
Supervisor's Signature/Date

## **SAMPLE FORMAT**

### **APPENDIX C**

INFORMAT DISCIPLINE RECORD

TODAY'S DATE \_\_\_\_\_

1. Employee Name/Position (Title-Series-Grade) \_\_\_\_\_  
\_\_\_\_\_

2.

Organization \_\_\_\_\_  
\_\_\_\_\_

3. Supervisor Name/Position (Title-Series Grade) \_\_\_\_\_  
\_\_\_\_\_

Specific infraction or breach of conduct:

Date/time/location of occurrence:

Employee's explanation of incident (To be completed by employee)

You are hereby warned that any continued violations will result in formal discipline, which may include a Letter of Reprimand, suspension without pay, or removal from Federal Service. Keep this document for your records. If no further violations occur, I will destroy this record after one (1) year from this date. This document will not be filed in the employee's Official Personnel Folder (OPF).

\_\_\_\_\_  
Employee's Signature/date

\_\_\_\_\_  
Supervisor's Signature/Date

(Signature indicates that discussion, not necessarily agreement, has occurred.)

\_\_\_\_\_  
Signature of witness, if needed/Date

## **SAMPLE FORMAT**

### **APPENDIX D**

#### **STEP 1 UNRESOLVED GRIEVANCE RECORD (AFGE 1622)**

EMPLOYEE (GRIEVANT) NAME:

UNION REPRESENTATIVE NAME:

ORGANIZATION:

SUPERVISOR:

DATE EMPLOYEE RAISED GRIEVANCE WITH SUPERVISOR:

DATE OF 1<sup>ST</sup> STEP MEETING:

ACTION OR ISSUE BEING GRIEVED:

Article and section of negotiated agreement, specific citation of law or regulations misinterpreted, misapplied or violated.

Explain how:

Specific relief sought:

Supervisor's response (each issue raised must be answered):

\_\_\_\_\_  
(GRIEVANT'S SIGNATURE/DATE)

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE/DATE

## ***SAMPLE FORMAT***

### **APPENDIX E**

Office Symbol (690-700c)

MEMORANDUM FOR \_\_\_\_\_

### ***Appropriate supervisor of Management Official***

**SUBJECT:** Negotiated Grievance Form

1. This is a Step 2 Grievance filed in accordance with Article 62 of the negotiated agreement between Headquarters, First U.S. Army, Fort George G. Meade Garrison, USA MEDDAC, USA DENTAC and USAISC, Fort Meade and AFGE Local 1622.
2. The following specifics are furnished for your information and action as appropriate:
  - a. Name of Union Representative (if any): \_\_\_\_\_
  - b. If the grievance involves the interpretation or application of the negotiated agreement, specify the Article and Section: \_\_\_\_\_
  - c. If regulations have been violated, state which one and how it was violated: \_\_\_\_\_
3. Describe in specific terms the nature of the grievance and how it affects you personally: \_\_\_\_\_
4. Describe any efforts taken to resolve the problem at Step 1 (oral) of the grievance: \_\_\_\_\_
5. Corrective action desired: \_\_\_\_\_

### **SIGNATURE OF GRIEVANT**

Position Title/Grade  
Organization/Phone#

## **SAMPLE FORMAT**

In Witness Thereof, the parties hereto have entered into this agreement this 15<sup>th</sup> day of December in the year 1988.

For the Employer:

DAVID L. GRIFFIN  
Chief Negotiator

CHRISTOPHER BAUER

WILLIAM G. CARTER

MARGARET M. GORDON

ROSEMARY R. WALKER

ALFRED CASTILLO  
Technical Advisor

For the Union:

HUGH R. CROMWELL  
Chief Negotiator

LONNIE W. HOWIE

DAVID F. JENKINS

STEPHEN I. RIBACK

HARRIETTE WINDER

LINDA LEE  
Alternate

## **HARRY MATTHEWS**

Alternate

## **MARGARITE E. SCHWARTZ**

### **Technical Advisor**

This agreement is approved under authority delegated by the Department of the Army.

JAMES E. THOMPSON

Lieutenant General, USA  
Commanding

GORHAM L. BLACK, 111

COL, IN  
Garrison Commander  
ROBERT B. McCLEAN  
COL, MC  
Commander, USA MEDDAC

TERRY H. HAKE

COL, DC  
Commander, USA DENTAC

GEORGE SCOTT

Director  
USAISC/MEADE

DEC 21 1988

## **DATE**

This agreement has been reviewed in accordance with 5 U.S. Code 7114 (c) (1) and is approved.

WILLIAM S. CRAIN

Civilian Personnel Director

5 MAY 89

DATE