

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**DEPARTMENT OF THE ARMY
HEADQUARTERS
US ARMY ENGINEER CENTER**

**HEADQUARTERS, USA MEDICAL DEPARTMENT ACTIVITY
HEADQUARTERS, UNITED STATES ARMY DENTAL ACTIVITY**

FORT LEONARD WOOD, MISSOURI 65473

AND

**NATIONAL FEDERATION OF FEDERAL EMPLOYEES
LOCAL 738**

EFFECTIVE 26 JULY 1993

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PREAMBLE

WHEREAS the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS the well being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment;

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer; and

WHEREAS subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of labor organization and agency management;

NOW THEREFORE, in consideration of the mutual covenant, the Parties hereto do mutually agree with each other as follows:

ARTICLE 1. PARTIES TO THE AGREEMENT AND RECOGNITION

Section 1. This Agreement is made under the authority of PL 95-454 and-is applicable to the bargaining units identified in Section 2 of this Article. The Parties to this Agreement are the United States Army Engineer Center and Fort Leonard Wood, Missouri; United States Army Medical Department Activity, Fort Leonard Wood; and United States Army Dental Activity, Fort Leonard Wood, hereinafter referred to as the Employer, and the National Federation of Federal Employees, Local 738, hereinafter referred to as the Union.

Section 2. The Employer recognizes the Union as the exclusive representative of all employees in the following bargaining units described in a, b and c:

a. ALL NONSUPERVISORY GENERAL SCHEDULE EMPLOYEES, including those classified as "temporary" and those in the Directorate of Engineering and Housing classified as WD employees of the Department of the Army, Headquarters, US Army Engineer Center and Fort Leonard Wood, and all General Schedule employees of the United States Army Medical Department Activity, and US Army Dental Activity with duty stations at Fort Leonard Wood, Missouri. This unit excludes:

(1) General Schedule employees of the Defense Commissary Agency (DECA) and the Fire Prevention and Protection Division of the Directorate of Engineering and Housing at Fort Leonard wood, Missouri;

(2) professional employees;

(3) guards;

(4) management officials;

(5) supervisors;

(6) confidential employees;

(7) employees engaged in personnel work in other than a purely clerical capacity;

(8) employees engaged in administering the provisions of the Statute;

(9) employees engaged in intelligence, Counterintelligence, investigative, or security work which directly effects national security;

(10) employees primarily engaged in investigative or audit functions relating to the work of individuals employed by the agency whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

b. ALL PROFESSIONAL, NONSUPERVISORY GENERAL SCHEDULE EMPLOYEES of Department of the Army, Headquarters, US Army Engineer Center and Fort Leonard Wood and US Army Health Services Command with duty station at Fort Leonard Wood. Those excluded are:

(1) managerial officials;

(2) supervisors;

(3) employees engaged in Federal personnel work in other than a purely clerical capacity;

(4) guards;

(5) all General Schedule nonprofessional employees.

c. ALL NONPROFESSIONAL EMPLOYEES of the US Army Health Services Command, US General Leonard Wood Army Community Hospital, MEDDAC, Fort Leonard Wood, Missouri, employed in the St. Louis metropolitan area. This unit excludes:

(1) professional employees;

(2) managers;

(3) supervisors;

(4) employees engaged in Federal personnel work in other than a purely clerical capacity;

(5) guards.

Section 3. The Parties agree that the provisions of Article 19, Merit Promotion Policy, will not apply to employees in the bargaining unit described in Section 2, paragraph c, above. Vacant positions in that bargaining unit will be filled using Merit Promotion Policies and Procedures of the Directorate of Civilian Personnel who has been delegated the responsibility of serving that unit by the employer. All other articles in this Agreement apply to employees in the bargaining unit described in Section 2, paragraph c, above.

ARTICLE 2. PROVISIONS OF LAW AND REGULATIONS.

Section 1. a. In the administration of all matters covered by this Agreement, officials and employees are governed by: (1) existing or future laws; (2) published agency and government-wide policies and regulations in existence at the time the Agreement was approved; and (3) subsequent regulations of appropriate authorities.

b. Section 1. a. does not preclude the union from exercising its rights to address, negotiate and/or challenge agency regulations.

Section 2. In administering this Agreement, it is further understood by the Parties that no information shall be disclosed from a system of records subject to the Privacy Act without the prior written permission of the subject individual, except in those situations listed in Section (b) of 5 USC 552a. Nothing in this agreement shall be interpreted or applied to abridge the rights of an individual under the Privacy Act of 1974.

Section 3. It is the intent and purpose of this Agreement to define certain roles and responsibilities of the Parties hereto, to state policies, procedures and methods that govern working relationships between the Parties; and to identify subject matter of proper mutual concern to the Parties.

ARTICLE 3. DEFINITIONS.

The following definitions of terms in this Agreement shall apply:

a. Union-Management Meetings. Meetings which are held for communication and exchange of views with the intent of agreement on matters of concern to either party.

b. Grievance. Unless excluded by Article 11, Section 1, a complaint or dissatisfaction by an employee concerning any matter relating to the employment of the employee, by the Union concerning any matter relating to the employment of the employee, or by an employee, the Union, or the Employer concerning the effect or interpretation, or a claim of breach of this agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting condition of employment.

c. Negotiation Impasse. The inability of the Employer and the Union to arrive at a mutually agreeable decision, concerning negotiable matters, through the bargaining process.

d. Negotiation. Bargaining of the Employer and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices with the view of arriving at a mutually acceptable position.

e. Negotiability Dispute. A disagreement between the Parties as to the negotiability of an item.

f. Union Official/Union Representative. Any accredited national representative of the Union, the duly elected or appointed officials of the Local, including stewards appointed in accordance with the provisions of this Agreement, or any member duly designated to represent the Union in any matter.

g. Amendments. Modifications of the basic Agreement to add, delete, or change portions, sections, or Articles of the Agreements.

h. Supplements. Additional Articles negotiated during the term of the -basic Agreement, to cover matters not adequately covered by the basic Agreement.

i. Impact Bargaining. Negotiation of procedures which the Parties will observe in exercising any authority under the Management Rights Clause of the Act which impacts upon conditions of employment of employees covered by this Agreement.

j. Activity Commander. The Commanding General, US Army Engineer Center and Fort Leonard Wood and the Commanders of tenant activities whose employees are covered by this Agreement.

k. Supervisor. An employee having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of Independent judgement.

l. Management Official. An employee in a position, the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of an Agency.

m. Agency. The Agency is defined as the Department of the Army.

n. Confidential Employee. An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

o. Disciplinary Actions. Disciplinary actions consist of action taken to correct the conduct of an employee, and may range from an admonishment through reprimand, suspension, to removal from the services.

p. Officially Approved Reduction-in-Force. Release of a competing employee or from his or her competitive level through RIF procedures by (1) separation; (2) demotion; (3) furlough for more than 30 days; or (4) reassignment requiring displacement of another employee when release is required because of (a) lack of work, (b) shortage of funds, (c) reorganization, (d) reclassification due to change in duties, (a) the exercise of reemployment or restoration rights.

q. Critical Element. A major component of a job consisting of one or more duties and responsibilities which contribute to accomplishing organizational goals and objectives and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.

ARTICLE 4. NEGOTIATIONS.

Section 1. Both parties to this Agreement have the responsibility of conducting negotiations and other dealings in good faith and in such a manner as will further the public interest. The employer agrees to give reasonable advance written notice to the Union and an opportunity to negotiate if requested any new changes to established personnel policies, practices, procedures, and matters affecting working conditions which are proposed during the life of this Agreement. If the change itself is not subject to negotiations, its impact upon employees and procedures for implementing the change will be negotiated if requested by the union.

Section 2. The Parties agree that this Agreement shall constitute the basic labor agreement between the Parties. To the extent that provisions of any activity instruction or directive within the discretion of the Employer may be in conflict with this Agreement, the provisions of this Agreement shall govern.

Section 3. Contract Negotiations Procedures. The following procedures are the ground rules for contract bargaining. Nothing in this agreement prevents the negotiation of additional ground rules as necessary.

a. Names of members of each Negotiating Team will be exchanged formally by the Parties, in writing, no later than seven (7) days prior to beginning negotiations. Such notifications will identify the individual designated as Team Chief.

b. Employees representing the Union in the negotiation of a collective bargaining agreement under the Federal Service Labor Management Relations Statute, shall be authorized official time for such purposes, including attendance at impasse proceedings, during the time the employee would otherwise be in a duty status. The number of employees for whom official time is authorized shall not exceed the number representing the Employer for such purposes.

c. Official time will be allowed for four (4) Union representatives to prepare proposals for negotiations. Each Union representative is entitled to 40 hours official time for this purpose.

d. Employees shall be allowed official time for preparation for negotiations at the rate of one-half of the time scheduled for negotiations, i.e., if a negotiation session is scheduled to last for three (3) hours, Union negotiating team members will be authorized one and one-half (1 1/2) hours of official time for preparation of negotiations.

ARTICLE 5. UNION RIGHTS AND REPRESENTATION.

Section 1. Recognition. The Employer recognizes that the union has the exclusive right to represent all employees in the unit in negotiations and joint meetings with the Employer in regard to all matters affecting the conditions of employment.

a. The Union, in consonance with its right to represent, may propose new policies, changes in policies, or resolutions to problems. The initial point of contact shall normally be the lowest level management official having responsibility and authority to act.

b. The Employer agrees to recognize the Union through its duly elected local officers and officials/representatives designated by the Union, including stewards. The Union will furnish the Fort Leonard Wood Directorate of Civilian Personnel with a list, by name, organizational element and telephone number of all officers and stewards of the Union. The list will be furnished on a quarterly basis. In those areas where a steward is not assigned, the Employer will refer any queries or matters as follows:

- (1) Complaints, grievances - Chief Steward.
- (2) All other matters to the Union President, or Acting President.

c. The Union will notify the Fort Leonard Wood Directorate of Civilian Personnel in advance of visits to the installation by representatives of the NFFE National Office. The Employer will recognize these representatives.

Section 2. Union-Management Meetings.

a. Meetings shall occur when requested by the Employer before implementation of any new or changed policy, practice or procedure affecting an employee of the bargaining unit(s)'s condition of employment. Such meetings shall be conducted in an atmosphere that will foster mutual respect. These meetings will not nullify or abrogate the Union's right of negotiation as outlined in Article 4.

b. Union/Management meetings shall be held at the request of either party. Specific item(s) for discussion should normally be provided in advance of the meeting by either party, although items not submitted may be discussed. Meetings shall be, conducted during regular duty hours, with Union officials authorized official time without loss of leave or pay. Emergency meetings will be arranged at the convenience of both parties involved as soon as possible after a request by either party is received, and such request shall indicate the subject matter for discussion.

c. A meeting between the Executive Committee of the Union and the Commanders of the activities shall be held within 90 days after this Agreement is approved. Subsequent meetings between the Union and Commanders or their representatives shall be held on an agreed upon schedule with a goal of holding at least one such meeting each quarter. The purpose of such meetings is to provide the Employer and the Union an opportunity to develop an understanding of problems relating to the Labor-Management Relations Program. This meeting shall be in addition to those described in a and b above.

Section 3. Representation.

a. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of management and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

b. The Union shall also be given the opportunity to be represented at any examination of any employee in the unit by a representative of management in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and he or she requests representation.

c. The union has the exclusive right to represent employees in presenting grievances under the negotiated grievance procedure in this Agreement. Any employee or group of employees may present a grievance themselves without representation by the Union, provided that the union has an opportunity to be present during the grievance proceedings. In any case, the Union shall have the right to be present at the adjustment. The adjustment must be consistent with the terms of this Agreement.

Section 4. Official Time. Union officers, representatives and stewards will be permitted a reasonable amount of official time to perform representational functions and functions related to contract administration. Official time will not be used for internal Union business.

a. Reasonable time for receiving, investigating, preparing and presenting a complaint, grievance, or appeal must necessarily depend on the facts and circumstances of each case, e.g., number and nature of allegations, number and complexity of supporting specifics, volume of supporting evidence, availability of documents and witnesses, and similar considerations.

b. Reasonable time for a union representative in a complaint, grievance, or appeal action shall be the time necessary to conclude the proceedings.

c. When a union officer, representative or steward needs to conduct representational duties, he or she will request permission from his or her supervisor. Such permission will be granted in the absence of compelling circumstances to the contrary. When the representational duties involve meeting with a supervisor other than his or her own or a management official, the union official will obtain assurance that such a supervisor or management official is available before seeking permission to leave his or her assigned work area. When a union official has the need to meet with an employee on duty, he or she will determine that the employee is available and obtain permission from the employee's supervisor to meet for their discussion. When the employee cannot be immediately made available for the discussion with the union official the supervisor will arrange for the employee to be granted sufficient time off for the discussion as soon as practicable.

d. The Employer agrees that union representatives shall be allowed the right of access to the respective managerial and supervisory levels for the purpose of representing employees in the bargaining unit. Right of access means that managers and supervisors will make themselves available for consultation and/or discussion with duly authorized union representatives and that managers and supervisors will grant requests for appointments with recognized union representatives as soon as possible without undue delay.

e. Upon request, the union representative will tell the supervisor the category and/or subcategory that is being requested in which to record official time as required by office of Personnel Management regulations.

Section 5. Restraint. There shall be no restraint, coercion or discrimination against any union official because of the performance of duties in consonance with this Agreement and PL 95-454, or against any employee for filing a complaint or acting as a witness under this Agreement, the PL 95-454, or applicable regulations.

Section 6. Identification.

a. Designated union officials/representatives will be permitted to wear identifying name plates to include name and official capacity and any other union insignia.

b. The Employer may restrict wearing of buttons when this provision is violated and after consultation with the Union concerning reasons for such restriction.

c. The Union is responsible for insuring that buttons are in good taste and are not provocative or inflammatory. Further, buttons will not be so large as to distract attention of employees or other personnel from the purpose and mission of the installation or its organizations. The Employer may restrict wearing of buttons when this provision is violated, and after consultation with the Union concerning reasons for such restrictions.

d. The Employer may restrict wearing of union insignia in certain areas for proper cause. For example, the wearing of union buttons is prohibited in the following patient care areas within General Leonard Wood Army Community Hospital (GLWACH):

- (1) central materiel section.
- (2) operating Rooms and Recovery Room.
- (3) Intensive Care Units.
- (4) Obstetrical Ward.
- (5) Pediatric Ward.

ARTICLE 6. EMPLOYEE RIGHTS.

The parties agree to mutually establish and maintain an environment that promotes good workmanship protects human dignity, assures equal treatment of employees and maintains high standards of employee performance.

Section 1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal and each employee shall be protected in the exercise of such rights. Except as otherwise provided, such rights include the right:

a. To act for National Federation of Federal Employees in the capacity of a representative and the right, in that capacity, to present the views of the National Federation of Federal Employees to heads of agencies, and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities.

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees, and

c. To invest their money, donate to charity, and participate in similar types of activities freely and without coercion.

Section 2. The employee has the right to be represented by the Union at:

a. Any formal discussion between one or more representatives of management and the employee(s) concerning any grievance or any personnel policy, practice, or other general condition of employment; or

b. Any examination of the employee by a representative of management in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The employee shall be provided annual notification of this right.

Section 3. An employee may be represented by an attorney or other representative other than the National Federation of Federal Employees, of the employee's own choosing, in any grievance or appeal action not under the negotiated grievance procedure. The employee may exercise grievance or appellate rights which are established by law, rule, or regulations.

Section 4. The Agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations or policies.

Section 5. The initiation of a grievance or statutory appeal procedure by an employee will not cause any reflection on his or her standing with his or her supervisor, or on his or her loyalty or desirability to the organization.

Section 6. Employees have the right to:

a. A work environment free from unlawful discrimination because of race, sex, marital status, age, color, religion, national origin, lawful political affiliation, labor organization membership, or physical handicap.

b. Working conditions that are safe and healthful.

c. A method to express themselves concerning improvement of work methods and working conditions.

d. Discuss their Problems with the personnel office, Equal Employment officer or Counselor, union representative, employee assistance office, and/or a person designated to provide guidance on questions of conflict of interest.

e. Leadership that will ensure that employees understand what is expected of them, to whom they are directly responsible, and what is expected of them in their work relationships with their fellow employees.

f. Privacy in every way consistent with law, regulations, and this Agreement.

g. Use duty hours that are reasonable and necessary to contact their union representative and the union office for matters relating to conditions of employment.

h. Donate or not donate in voluntary fund raising campaigns and purchase or not to purchase US Savings Bonds without compulsion, coercion or reprisal.

i. Be informed of the intended purpose of any meeting with the supervisor upon request. Meeting topics may include, but are not limited to performance, investigations, disciplinary actions, safety, and changes in working conditions.

j. A union representative to be present before proceeding any further during a discussion between a supervisor and an employee if the employee reasonably believes that disciplinary action may result from such discussion.

k. No further examination if an employee elects to have union representation and the union agrees to provide such representation until such time as the union representative is present and has talked with the employee.

Section 7. Employee Review of Personnel Folders.

a. Employees desiring to review their official personnel folder will be permitted to do so by making an appointment with the Directorate of Civilian Personnel and with the concurrence of their immediate supervisor.

b. Documents purged or removed from the employee's official personnel file, or refused for inclusion in the official file, will be returned to the employee with written reason(s) for such removal or why such information is not included.

Section 8. Informing Employees. The Employer shall take such action consistent with law or regulation as may be required in order to inform employees of their rights and obligations as prescribed in CSRA of 1978 and this article.

Section 9. An employee is accountable for the performance of official-duties and compliance with standards of conduct for DA employees as provided for by law and regulation. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority.

Section 10. These rights and all other rights and benefits afforded employees through this Agreement will not be waived without the consent of the Union.

ARTICLE 7. MANAGEMENT RIGHTS.

Section 1. The right to make reasonable rules and regulations is an acknowledged function of the Employer. Nothing in this Agreement shall affect the authority of the Employer or his designated representative:

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

b. in accordance with applicable laws:

(1) to hire, assign, direct, lay off and retain

(2) To suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(3) to assign work;

(4) to make determinations with respect to contracting out;

(5) to determine personnel by which agency operations shall be conducted;

(6) with respect to filling positions, to make selections for appointments from (1) among properly ranked certified candidates for promotions; or (2) any other appropriate source; and

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

Section 2. Nothing in this Agreement shall impose upon the Employer the obligation to negotiate with the Union on matters with respect to its:

a. mission;

b. budget;

c. organization;

d. number of employees;

e. numbers, types and grades of positions or employees assigned to an organizational unit, work project or tour of duty;

f. technology of performing its work; or

g. its internal security practices.

Section 3. In making rules and regulations relating to conditions of employment, the Employer shall give due regard and consideration to the obligations imposed by this Agreement and the Civil Service Reform Act of 1978, PL 95-454.

ARTICLE 8. PRODUCTIVITY.

Section 1. The Employer and the Union recognize that productivity growth is a key to the maintenance of a good competitive position and stability of the work force.

Section 2. It is agreed that more efficient use of labor and resources will result in increased productivity. To this end, the Employer and the Union agree to make every effort to reduce waste, conserve materials, safeguard employees' health, prevent accidents, discourage unplanned absences and encourage on-the-job improvement and suggestions for higher efficiency through practical and mutually beneficial means.

ARTICLE 9. INTERNAL SECURITY.

The Union recognizes the Employer's right to take such action as may be necessary to insure the internal security of the installation, in accordance with applicable laws and regulations.

ARTICLE 10. DISCIPLINARY AND ADVERSE ACTIONS.

Section 1. Disciplinary actions against all employees, including probationary employees, must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable. Although the Union recognizes the Employer's right to take discipline the Employer may use the least degree of discipline likely to correct the problem.

Section 2. Preliminary Investigations. In every case to determine what action is warranted, inquiry will be made into the incident or situation as soon as possible and practical. Signed statements from witnesses should be obtained when possible. Written statements and supervisory notes may be used to support an action

detrimental to an employee. A reasonable effort should be made by the employer to resolve conflicting information. It is expected that such material will be shown to the employee in a timely manner after the occurrence of the act and a copy provided to the employee upon request. The parties agree that there should be open and timely communication between employees and supervisors in order to maintain positive working relationships.

Section 3.

a. For purposes of this Agreement, discipline will be divided into three types:

(1) Letter of Reprimand;

(2) Suspension for fourteen days or less;

(3) Suspension of more than fourteen days, removal, furlough without pay, or reduction in pay or grade.

b. Letter of Reprimand. A letter of reprimand may be issued directly to an employee without a proposal letter, and will be sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take needed corrective action.

(1) The letter will advise the employee where the reprimand will be retained and for how long.

(2) Employees may file a grievance over the issuance of a Letter of Reprimand under the grievance procedure contained in this Agreement.

c. All Other Disciplinary Cases.

(1) In the event an employee is issued a notice of proposed disciplinary action, that employee must be afforded and made aware of all the rights and privileges due him or her. In all cases, the employee and/or a representative shall be given the opportunity to review the evidence issued to support the charges, using the assistance of the Union as desired.

(2) The employee and/or representative will be granted a reasonable amount of official time to prepare an answer to the proposal. Arrangements for use of such time must be cleared with the immediate supervisor.

d. Suspension of 14 Days or Less. The following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment or who has completed one year of current continuous employment in the same or similar position under other than a temporary appointment limited to one year or less. Such an employee is entitled to:

(1) an advance written notice stating the specific reasons for the proposed suspension;

(2) a reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;

(3) to be represented by a NFFE representative, an attorney or other representative;

(4) a written decision and the specific reasons therefore, at the earliest practicable date; and

(5) grieve the decision, if adverse, through the negotiated grievance procedure contained in Article 11. The written decision shall advise the employee of this right.

e. Removal, Suspension for More than 14 days, Furlough Without Pay, or Reduction in Pay or Grade. The following applies to (1) an individual in the competitive service who is not serving a probationary or trial period under an initial appointment or who has completed one year of current continuous employment under other than a temporary appointment limited to one year or less; and (2) a preference eligible in the excepted service who has completed one year of current continuous service in the same or similar position. Such an employee is entitled to:

(1) at least 30 days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;

(2) a reasonable time, never less than seven days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;

(3) be represented by a NFFE representative, an attorney or other representative;

(4) a written decision and the specific reasons therefore at the earliest practicable date; and

(5) appeal the decision, if adverse, under the negotiated grievance procedure or to the appropriate office of the Merit Systems Protection Board (MSPB). The written decision shall advise the employee of this right and of the appropriate MSPB office.

Section 4. Action by the Deciding Official.

a. After carefully considering the evidence and the employee's response, if any, including any mitigating factors, the deciding official shall decide:

- (1) to withdraw the proposed action;
- (2) to institute a lesser action;
- (3) to institute the proposed action.

Section 5. A duplicate copy of the Letter of Reprimand, notice of proposed action or decision will be furnished to the employee.

Section 6. Time limits for the employee's response may be extended upon request.

Section 7. Any decision letter to an employee will inform an employee of his or her rights to appeal or grieve the decision.

ARTICLE 11. GRIEVANCE PROCEDURE.

Section 1. The purpose of this Article is to provide for the mutually satisfactory settlement of grievance as defined in Article 3 of this agreement when the employee or representative specifically states that the matter is a grievance.

a. These procedures shall be the exclusive procedure for resolving grievances that fall within its coverage. Grievances concerning the following issues are excluded:

(1) Any claimed violation relating to prohibited political activities (subchapter III of Chapter 73, 5 USC);

(2) Retirement, life insurance, or health insurance;

- (3) A suspension or removal for national security reasons (5 USC, Section 7532);
- (4) Any examination, certification, appointment, or nonselection for promotion;
- (5) The classification of any position which does not result in the reduction in grade or pay of the employee;
- (6) Complaints or allegations of EEO discrimination;
- (7) Termination of temporary or term employees with less than one year's current continuous service;
- (8) Termination of an employee during the probationary period because the employee failed to demonstrate the skills or character traits necessary for satisfactory performance in the position;
- (9) Appeal of reduction-in-force (RIF) actions if otherwise appealable to MSPB.

b. At the election of the affected employee, removals, suspensions of 15 days or more, furloughs of 30 days or less, and reductions in grade or pay may either be grieved under this procedure or appealed to the MSPB, but not both. The employee shall be deemed to have exercised this option at such time as the grievance is timely filed or a notice of appeal is filed under the applicable procedure. The employee cannot then change procedures. If the negotiated grievance procedure is chosen, only the Union may request arbitration on the employee's behalf.

c. The intent of the grievance procedure is to resolve grievances at the lowest level of supervision possible. Therefore, grievances shall be initiated in the manner provided in Section 2 below.

d. A union representative must be invited to any meeting between management and a bargaining unit employee when the purpose of said meeting is to resolve a grievance under this procedure.

Section 2. All employee grievances when required to be submitted in writing shall be submitted on a FLW Form 862 or equivalent information on a computer generated form and shall state:

- (1) The nature;
- (2) The facts upon which the grievance is based; and
- (3) The remedy or correction sought.

The following procedures shall be observed to resolve the grievance:

a. STEP 1.

(1) Grievances shall be presented to the aggrieved employee's immediate supervisor either orally or in writing. A decision in the matter shall be rendered either orally or in writing no later than 15 calendar days after the grievance is submitted. If the matter is presented orally, the grievant will specify that it is a formal grievance.

(2) All grievances by employees must be submitted within 30 calendar days after the facts or events which are the basis for the grievance become known to the aggrieved employee. The 30 calendar day time period for submitting grievances pertaining to formal disciplinary actions starts the day the notice of decision is received by the employee.

b. STEP 2. If the grievance is not satisfactorily resolved in Step 1, the grievance must be presented in writing

within 15 calendar days to the immediate supervisor. The grievance will be forwarded through supervisory channels to a level of management below the activity commander with authorization to act on the grievance. A grievance so presented must be answered in writing within 15 calendar days after receipt of the written grievance.

c. STEP 3. If dissatisfied with the decision reached in Step 2, the grievant may request the Union to refer the grievance to mediation. If mutually agreeable, the Union and the Employer will jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS). The mediator will meet with the parties at the earliest possible date and attempt to resolve the grievance through voluntary methods. If this procedure is unsuccessful, or if mediation is not used, the grievance may be referred to Step 4. Step 3 will be determined to be concluded upon advice by the Employer in writing that it does not agree to mediation or the mediator releases jurisdiction of the case.

d. STEP 4. If the grievance is not satisfactorily resolved in Steps 2 or 3, the grievance must, within 15 calendar days after the answer in Step 2, or the conclusion of Step 3, be presented in writing as in Step 2 by the employee or representative to the Activity Commander. The grievance will be reviewed. When significant new or additional facts are developed as a result of consultation with Employer and/or Union officials, the employee's designated representative or appropriate Union official will be informed before a decision is made and be given an opportunity to respond to the additional facts or new information. A written decision will be provided to the employee and representative, if any, within 15 calendar days after the grievance is received by the activity commander.

e. When management officials, the union and the employee agree that a step in the grievance procedure would serve no useful purpose, that step in the grievance procedure may be waived. Waiver of the step shall be documented on the FLW Form 862 or equivalent. Processing of the grievance will then proceed to the next step of the grievance procedure.

f. Computation of time. In computing the number of days allowed for filing a grievance or management decision, the first day counted is the day after the event from which the time period begins to run. If the date that ordinarily would be the last day falls on a Saturday, Sunday, Post declared training holiday or Federal holiday, the time period will include the first workday after that date.

Section 3. Grievances by the Union or the Employer concerning interpretation or application, or an alleged violation of this Agreement may be presented at Step 3 by the Union or the Employer in writing in the format required in Step 2 above within 15 calendar days of the facts or events which give rise to the grievance. A grievance so presented must be answered within 15 calendar days after the grievance is presented. If the grievance is not resolved by the Union President and the Activity Commander or their designee, it may be referred to arbitration by either Party.

Section 4. Union officers and stewards shall be granted official time in accordance with Article 5 when performing representational functions under this procedure, if the representative is otherwise in an active duty status.

Section 5. Should an employee or group of employees in the units or the Union initiate a grievance involving the interpretation of published agency policy, provisions of law or regulations of appropriate authority outside the agency, the following procedure will apply;

- a. Processing of the grievance will be delayed not to exceed 45 calendar days from the date of the receipt of the grievance.
- b. In securing this interpretation, the Employer will forward an inquiry through command channels for referral to the proponent of the regulation. A copy of the request will be served simultaneously upon the Union.
- c. Processing of the grievance will resume upon the first workday following receipt of the interpretation or on the first workday following the 45th day following receipt of the grievance as specified in (a) above. Nothing in this agreement will prohibit mutual agreement to extend the above time.
- d. Upon receipt of an interpretation the Employer will promptly provide the Union with a copy. The Union is not bound by the agency interpretation but may consider it in deciding to pursue the grievance under Article 11 or to request arbitration under Article 12.

Section 6. All time limits in this Article may be extended by mutual consent of the Union and the Employer.

Section 7. Failure on the part of management to answer grievances within the time limits prescribed in each step of the grievance procedure shall permit the employee and/or the Union (if representation is used) to refer the case to the next step of the procedure.

ARTICLE 12. ARBITRATION

Section 1. a. The Union has 15 calendar days after the receipt of the final decision made in Step 4 of the grievance procedure to request arbitration of the matter. Either the Employer or the Union has 15 calendar days after the answer in Article 11, Section 3, to request arbitration of the matter.

b. Computation of Time. In computing the number of days allowed for filing an arbitration, the first day counted is the day after the final decision in Step 4 or Article 11, Section 3 is received by the union. If the date that ordinarily would be the last day falls on a Saturday, Sunday, Post declared training holiday or Federal holiday, the time period will include the first workday after that date.

c. Establishing the List of Arbitrators. The parties will exchange a list of arbitrators within 60 calendar days of the effective date of this Agreement. Names common to both lists are placed on a standing panel of arbitrators. If insufficient names appear (less than five (5) arbitrators), additional lists of ten (10) names will be exchanged until a minimum of five (5) arbitrators have been selected. Once the list is established, either party may unilaterally eliminate one (1) arbitrator in any calendar year period. Arbitrators may be removed at any time by mutual agreement. If the list falls below five (5) arbitrators, the parties will exchange lists of replacement arbitrators within 15 calendar days.

d. Selection of Arbitrators Panel. The parties shall develop and use a standing panel of arbitrators selected from the FMCS. The standing panel of arbitrators will be an alphabetized list of arbitrators and used in a fixed rotation. The alphabetized rotation for selection of an arbitrator will be followed until an arbitrator is secured. Any arbitrator who is unwilling or unable to serve in the panel for the duration of this contract will be replaced by an arbitrator selected from the FMCS. Within 15 calendar days after the receipt of a request for arbitration, the Employer will meet with the Union and select an arbitrator from the standing panel for the particular case.

e. The method to be used in arbitrating the grievance or dispute is under the arbitrator's jurisdiction and control, subject to such rules and procedures as the Parties may jointly prescribe. A party proposing abbreviated procedures shall notify the other party in writing of the proposed abbreviated procedures. The arbitrator's decision using abbreviated procedures will not be considered precedential under the collective bargaining agreement, unless otherwise agreed to in writing. Both parties must agree on any abbreviated procedures and submit them in writing to the arbitrator with the grievance file.

f. The arbitrator is to make his or her own award based upon the record established. This duty may not be delegated in whole or in part to another without the knowledge and prior consent of both Parties. The award of the arbitrator must be supported by evidence and cannot be based solely upon the default of one of the Parties who, after due notice, fails to be present at the arbitral proceedings or obtain a postponement.

g. The arbitrator will be asked to render the award not more than 30 days from the date of the closing of the hearing, or the receipt of a transcript and any post hearing briefs, or if oral hearings have been waived, then from the date of receipt by the arbitrator of the final statements and proof, unless otherwise agreed upon by the Parties.

h. The arbitration hearings shall normally be held during the regular day shift hours of the normal basic workweek. The aggrieved, not more than two Union representatives, and employee witnesses who have direct knowledge of the circumstances and factors bearing on the case, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

i. The arbitrator is requested to date the award the same day as it is mailed. A copy of the award will be mailed to the Union, the Employer, and the Agency.

j. The cost of the arbitrator's fees and expenses shall be borne equally by the Employer and the Union. The Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with arbitration proceedings.

k. The Union may request elimination of previously requested arbitration at any time prior to the arbitral hearings. Such a choice is binding upon the Union. In such cases, the decision rendered by the deciding official in Step 4 of the negotiated grievance procedure shall be accepted as final unless it has been subsequently modified, and the modified decision which shall be final, has been transmitted to the Union.

Section 2. The arbitrator's award is binding on both Parties; however, an exception or appeal may be filed. In the event either Party files an exception or appeal, the award shall be stayed pending the final determination. If no exception or appeal is filed, the remedy shall be effected expeditiously.

Section 3. Arbitration may be invoked only by the Union or the Employer. Arbitration will be invoked by the Parties only after all efforts have been exhausted to resolve any dispute.

ARTICLE 13. ORIENTATION OF NEW EMPLOYEES.

Section 1. The following items will be covered by the Employer in orientation of new employees:

a. The Union will be identified as National Federation of Federal Employees, Local 738. Employees will be advised of the building number in which the Local's office is located.

b. The scope of the units for which the Union has been granted exclusive recognition will be described.

c. A copy of the current agreement and a current listing of union officers and stewards will be furnished.

d. Employees will be advised that they may contact any of the officers and stewards of the Union if they have questions.

Section 2. The Union will be notified two weeks in advance of the schedule for new employee orientation meetings and may be represented at each meeting if they so choose.

ARTICLE 14. LABOR MANAGEMENT RELATIONS TRAINING.

Section 1. Union Sponsored Training. a. The Employer agrees to excuse without charge to leave a union official or representative attending a union-sponsored training session provided the subject matter of such training is of mutual interest to the Employer and the union official or representative. Excused absence for this purpose shall cover only such portions of a training session meeting the foregoing criteria and will not exceed 32 hours for any employee except for the Union President, Executive Vice-President, corresponding Secretary, Treasurer, and the Chief Steward within a calendar year.

b. Excused absence for attendance at such union-sponsored training sessions shall be granted to union officials or representatives; however, not more than 400 hours of excused absence shall be granted during any one calendar year regardless of the number of union officials or representatives participating in such sessions.

c. In addition to the above, the Employer agrees to grant up to 24 hours of excused absence for up to 20 union officers and stewards to attend training sessions which are provided by a representative of the FMCS.

d. A written request for excused absence will be submitted at least two weeks in advance by the Union President to the Labor Relations officer, Directorate of Civilian Personnel. The request will include information concerning the duration, purpose, location and nature of training. A separate agenda outlining training topics and length of each training session will be presented to the Employer prior to granting excused absence for union-sponsored training.

Section 2. The approval of official time for any of the activities contained in this Article will take into account workload considerations and will not include the payment of per diem or travel expenses by the Employer.

ARTICLE 15. TRAINING.

Section 1. Determination. Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the Parties recognize the possible need for additional training or retraining to assure career development for employees and to maintain the competence of the work force.

Section 2. Training Programs. The Employer is responsible for identifying and establishing training programs to improve employee efficiency. In developing such programs, the Employer agrees to consider the views of the Union.

Section 3. The Union/Employer will stress to employees of the units the need of self-development and self-initiated training to increase their efficiency and enhance their career potential.

Section 4. Scheduling. It shall be a matter of interest and concern for the Employer and the Union that appropriate job-related training be scheduled, whenever possible, so as to allow employees the opportunity to gain information, education and training during work hours. Classes or training required by the Employer in the conduct of the mission will be scheduled for employees on official duty time. Employees will not be required to use their non-duty time to attend training scheduled by the Employer; however, they may elect to do so. When the Employer directs an employee to attend training sessions outside the employee's scheduled tour of duty, attendance will be considered hours of work in accordance with applicable laws and regulations. Employees whose supervisor approves the use of duty time for the purpose of attending job-related educational classes will not be charged leave.

Section 5. Records. The Employer agrees to record training accomplishments which have been documented on DA Form 1556 in the employee's official personnel folder. This does not relieve the employee of the individual responsibility to maintain the personnel folder current and complete to fully reflect training and education completed at his or her own time and expense. The union agrees to encourage employees to review their personnel folders to assure that training records are accurately recorded.

Section 6. Expenses. The Employer agrees to the payment of tuition or fees incurred by the employee in attendance at work-related courses on his or her own time in accordance with existing policies and regulations subject to availability of funds. An employee desiring to enroll in a non-government facility shall discuss this with the supervisor at least 30 days prior to the registration. If tuition assistance is determined to be appropriate after the discussion, the necessary paperwork will be submitted to the Directorate of civilian Personnel in sufficient time to receive approval before the registration date. Partial or full payment, if approved, shall be in accordance with existing policies and regulations.

Section 7. Use of Equipment. The Employer agrees to make available to an employee enrolled in approved government training courses desk calculators, personal computers, typewriters, and duplicating equipment if available on the premises of the Activity, at mutually agreeable times during the nonwork hours of the employee. The use of consumable supplies is not authorized.

Section 8. If an employee is required to train a new employee, the supervisor will consider the reduced productive time in any appraisal of the employee in which the rating is contingent upon a specified production.

ARTICLE 16. UPWARD MOBILITY.

Section 1. The Union and Employer agree to fully support the Upward Mobility Program to meet agency needs through the development of employees in a lower grade level (below GS-09 or equivalent) who are in positions or occupational series which do not enable them to realize their full work potential. Upward Mobility seeks to make maximum use of skills and potential of employees currently in the agency work force.

Section 2. Upward mobility opportunities will be available to employees in accordance with applicable laws and regulations.

Section 3. The program shall provide for career counseling to assist employees in making decisions about their career development. This assistance may come from any source but it must be a coordinated part of a plan assuring that Upward Mobility candidates and trainees will have sound and current information.

ARTICLE 17. EQUAL EMPLOYMENT OPPORTUNITY.

Section 1. Policy. Persons who take part in presenting or processing discrimination complaints will be free from restraint, interference, coercion, harassment, discrimination, and reprisal. A discrimination complaint will be processed with due regard for the rights of persons against whom allegations have been made.

Section 2. Procedure. Allegations of discrimination are excluded from coverage of the negotiated grievance procedure (see Article 11, See 1a(6)). Employees wishing to file an EEO discrimination complaint must use the procedures in AR 690-600, Equal Employment Opportunity Discrimination Complaints.

Section 3. Mutual Consideration. The Union and the Employer agree to inform each other regarding problems of discrimination and resolve to find mutually effective and lasting remedies. Individual and class discrimination complaints will be administratively processed in accordance with appropriate Equal Employment Opportunity Commission and Department of the Army regulations.

Section 4. Equal Employment Opportunity Committee. Each activity having its own Equal Employment Opportunity Officer will establish an Equal Employment Opportunity Committee to advise the commander and top management officials on such matters as maintaining effective communications with the community and/or the work force and to make recommendations affecting the program. Membership may include representatives of minority group organizations; community leaders; employees; representatives for employee organizations; and officials of the command or activity; including Equal Employment opportunity counselors; the Federal Women's Program coordinator; the Director of Civilian Personnel and the Equal Employment Opportunity Officer. Such committees will not act on complaints of discrimination.

Section 5. Accompaniment by Union Representatives. An employee discussing a problem of alleged discrimination with an Equal Employment Opportunity counselor, or at any step of the Equal Employment Opportunity complaint procedure, has the right to be accompanied by a Union representative or other representative of his or her choice if he or she so desires. The employee will designate the representative in writing. Any change will be reported in writing to the EEO Officer, with copies to the counselor, investigator or complaints examiner as appropriate.

ARTICLE 18. DETAILS.

Section 1. Official Credit. Details in excess of thirty days shall be recorded in the employee's official personnel folder, and a copy of the record shall be forwarded to the employee. Informal details of more than ten workdays will be documented on SF-7B.

Section 2. Intent. The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. The detail shall be based solely on legitimate management purposes (i.e., unexpected workloads or special projects, etc.), and the Employer's considered judgment as to the ability of the individual.

Section 3. Exceptions. Except where selections are made for detail through competition under the Merit Promotion plan or under an authorized exception to competition, details to perform duties of a higher level or in a different line of work shall be rotated among eligible and qualified employees to the fullest extent possible. In no event will employees be detailed into a position, and later promoted under the merit system to that position largely because of the experience gained during the detail, when other eligible employees in the activity have not been afforded the same opportunity.

ARTICLE 19. MERIT PROMOTION POLICY.

Section 1. The positions covered by this Article are those positions included in the bargaining units represented by NFFE Local 738 and serviced by the Fort Leonard Wood Directorate of Civilian Personnel. Positions covered by the exclusive unit as defined in Article 1, Section 2, paragraph c, will be filled using the procedures of the servicing Directorate of Civilian Personnel, US Army Reserve Personnel Center (ARPERCEN), St Louis, MO. The following sections of the Article do not apply to filling of positions at MEDDAC - St. Louis.

Section 2. Policy. The Union and the Employer agree that the purposes and intent of the Promotion Policy are to ensure that employees are given full and fair consideration for advancement and to ensure selection from among the best qualified candidates. It is further agreed that these policies must be administered in such a way as to develop maximum possible employee confidence and to achieve the purposes of these policies as simply and efficiently as possible.

Section 3. The Union recognizes that the Employer may fill vacancies by methods other than promotion, such as appointment, reinstatement, reassignment, or transfer, subject to applicable regulations. When the decision is made by the Employer to fill a vacancy by promotion, the procedures contained in FLW CPR 690-10, Internal Placement and Merit Promotion Plan, will apply with the exceptions as contained in the following sections of this article.

Section 4. Announcements. Vacancies which are to be filled by merit promotion procedures will be appropriately publicized to ensure that all employees have an equal opportunity to participate in the Merit Promotion Program.

a. The Employer will furnish two copies of all vacancy announcements to the President of the Union concurrently with distribution to the work force.

b. Positions filled under the Merit Promotion Plan will be identified as to grade, title, organizational location, and whether permanent or temporary. Vacancies in other organizations which have the same series and grade and require the same qualifications may also be filled from the announcement provided the vacancy occurs prior to the expiration date of the announcement. Open and continuous announcements, when identified as such, will not contain the organizational location.

c. Announcements for temporary positions which may later become permanent will so state in the announcements. Such positions may not be reannounced upon becoming permanent.

d. Promotion procedures will apply to selection by transfer, reinstatement, or reassignment to positions with known promotion potential.

e. Merit promotion announcements will be distributed to employee work areas. If an announcement is received after the opening date, the Employer will annotate the date of receipt and post on each bulletin board established in accordance with Article 24, Section 7.

f. The method chosen for evaluating eligible candidates to identify-best qualified for positions to be filled by promotion must be related to the job.

Section 5. Repromotion.

a. An employee demoted without personal cause may be promoted to a grade or position from which demoted without competing with candidates who have not been so demoted. Although repromotion is not guaranteed, ordinarily an employee should be repromoted when a vacancy occurs in a position at his or her former grade (or any intervening grade or representative rate) for which he or she has demonstrated that he or she is well qualified, unless there are persuasive reasons for not doing so. The provisions of this paragraph apply to an employee who was separated by RIF and later reemployed at a lower grade. They also apply to an employee who voluntarily was changed to lower grade, reassigned or was separated after declining to accompany a transfer of function or after receiving a general notice of RIF, and who is later reemployed at a lower grade. This also includes employees demoted when placed in accordance with administrative reemployment rights.

b. When the number of employees entitled to receive consideration for repromotion exceeds five, referral of eligibles will be made in the order of retention standing and will be referred first.

c. If an employee referred for repromotion consideration under this paragraph is not selected, the employee may subsequently be referred if one of the best qualified under the regular merit promotion procedures of this plan. Non-selected employees may use the procedures in Section 7.

d. Consideration of employees entitled to repromotion consideration must precede efforts to fill the vacancy by other means if the vacancy is a grade or intervening grade or position from which the employee had been demoted or separated without personal cause. This includes competitive promotion procedures, except when another employee has statutory or regulatory rights to be placed in or considered for the position.

Section 6. Interviews. Interviews with candidates will be optional and may be arranged by either the Directorate of Civilian Personnel or the activity. Interviews are optional on the employee's part also, unless informed otherwise by management. Where practical, the Employer will arrange interviews to correspond with the hours the interviewees are on duty. To increase the opportunities of employees competing for merit promotion, and to encourage selecting officials to interview candidates, all may be interviewed. If any candidate on the referral list is interviewed a minimum of fifty percent or five candidates, whichever is greater, will be given an opportunity for an interview. If there are less than five candidates all will be given an opportunity for an interview. Notification of each of the best qualified applicants will be made concurrently with notification of the applicant selected.

Section 7. Nonselected Employee Rights. The following information will be made available to an employee or a representative designated in writing by the employee:

a. Whether the employee was considered for promotion and, if so, whether he or she was eligible on the basis of the minimum qualification requirements for the positions;

b. Whether the employee was one of those in the group from which the selection was made and the names of the candidates in the group;

c. Who was selected for the promotion; and

d. In what area(s), if any, the employee should improve to increase his or her chances for future promotions.

Section 8. Post Review. The Employer agrees that union officials, upon written designation by the Union President, shall be permitted to review the rating and ranking actions taken to make promotions to positions covered by this Article no later than 30 days after the effective date of the promotion. To facilitate the review, the Employer will make the following data available. Data provided will protect the privacy of the applicants.

- a. A copy of the vacancy announcement.
- b. The list of the job applicants.
- c. The names of eligible applicants who were not considered to be highly qualified and reasons therefore, so long as the confidentiality of restricted information is not compromised.
- d. The names of highly qualified applicants.
- e. The names of best qualified applicants.
- f. The name of the individual selected and the reasons why he or she was selected.

ARTICLE 20. COMMITTEE REPRESENTATION.

Section 1. Whenever appropriate, the Union shall be considered for representation on committees or boards which are established to deal with matters which are within the scope of 5 USC, Section 7117, in organizations for which it has exclusive representation. The Union will provide the name of a selected representative and one alternate for each committee.

Section 2. The Employer agrees that the Union shall have a representative with full voting rights on the following committees:

- a. Equal Employment opportunity Committee.
- b. Activity Safety councils.

Section 3. When committees are used by management to study negotiable conditions of employment, the Union shall be invited to attend the committee meetings as an observer. The observer so designated by the Union shall not be a party to deliberations at the meetings. However, at the conclusion of the meeting the Union observer shall have the opportunity to express either verbally or in writing the needs of unit members and recommend priority for accomplishment of these needs to the chairman of the committee.

ARTICLE 21. PAYROLL DEDUCTIONS.

Section 1. Authorization.

a. Employees covered by this agreement may authorize payment of dues to the Union through payroll withholding. Such allotments of pay may not be revoked for a period of one year. Deductions of individually authorized allotments will become effective the first full pay period after an authorization, properly completed and signed, is received in the appropriate Civilian Payroll Office. Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee organization Dues, will be used by employees to authorize allotments.

b. The Directorate of Civilian Personnel will forward the authorization to the appropriate Civilian Payroll Office within five working days after receipt.

Section 2. The Union agrees that it is responsible for:

- a. Purchasing and distributing Standard Form 1187 to members of the units.
- b. Certifying the amount of dues to be withheld in a biweekly figure.
- c. Notifying the Employer in writing when a member for whom deductions are being made ceases to be a member in good standing.
- d. Forwarding completed authorizations through the Directorate of Civilian Personnel to the appropriate Civilian Payroll office.

Section 3. The Employer and the Union further agree that:

- a. Allotments for payment of dues are entirely voluntary. An employee may authorize or revoke an allotment at any time he or she desires to do so. Employees may revoke their allotment by completing Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee organization Dues, and submitting it to the appropriate Civilian Payroll Office. Revocation may also be made by other written notification from an employee to the Payroll Office. Revocations will be effective the beginning of the first pay period following 1 March.
- b. For employees who have been on payroll withholding for less than one year, revocations will be effective the beginning of the first pay period following the initial one-year period after payroll dues withholding began if the revocation is received in the appropriate Civilian Payroll Office before the end of the first year of payroll withholding.
- c. Allotments will be discontinued when an employee dies, retires, is separated from the installation, or leaves the unit as a result of other personnel actions.
- d. A change in the amount of an allotment may not be made more than once each 12 months.
- e. Dues withholding will not include initiation fees, special assessments, back dues, fines or similar items.
- f. The Employer agrees to prepare a biweekly remittance check for the total amount of dues withheld after the close of each pay period and forward it to the financial officer of the Union. An alphabetical listing of employees and amounts withheld will be submitted with the check. Notations will be made to indicate new authorization, separation, suspension, revocation, transfer out, leave without pay and adjustments. The leave without pay notation will also indicate if it is for an employee to seek employment at another location because of a move of the head of the household.
- g. The President of the union will immediately notify the appropriate payroll servicing officer in writing of any changes in the name and/or address of the financial officer of the Union.

Section 4. Management agrees to provide this service without charge to the Union or members and to continue this service regardless of contract status as long as the union holds exclusive recognition. Management will have the sole responsibility for dropping persons who move out of the unit from dues withholding. The Union and the Employer agree to cooperate in keeping the other Party advised of any additions, deletions or corrections in payroll dues withholding. if any errors are committed by either or both Parties, corrections shall be made within a reasonable period of time by mutual agreement.

ARTICLE 22. HOURS OF WORK, BASIC WORK WEEK AND OVERTIME WORK.

Section 1. Work Week.

a. The administrative work week is identical to the calendar week, beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday.

b. The normal basic work week will be five consecutive eight hour workdays in each administrative work week. Normally the work days will be Monday through Friday.

Section 2. Hours of Work.

a. Weekend duty will be distributed equitably based on operational/patient care needs and the right to determine which employees possess the qualifications necessary to perform weekend duty as determined by the employer.

b. Employees shall be provided with the maximum amount of time possible between completion of one scheduled tour and commencing of the next scheduled tour. An amount of time equaling two shifts is the desired time.

c. Work schedules will be established within the administrative work week in accordance with 5 CFR 610.121 and Department of the Army regulations. Rotating shift schedules will be posted on appropriate bulletin boards as soon as the schedule is established and approved by the Employer.

Section 3. Change in Hours. Whenever a change in the normal, regular, basic workday or work week; i.e., Monday through Friday, 0730 to 1630, is contemplated installation-wide, the Employer agrees to consult with the Union prior to making such a change.

Section 4. Assignment of Overtime.

a. The Employer agrees that records of all overtime worked will be maintained by the Employer with such information to be made available to the Union upon request.

b. The Employer agrees, upon request, to relieve an employee from an overtime assignment provided another qualified employee, as determined by the Employer, is available for the assignment. If the Employer is unable to find a replacement, the employee will work overtime.

c. In the assignment of overtime, the Employer agrees to provide the employee with 24 hours advance notice of the possibility overtime work may be required. Confirmation of the instructions to report for overtime will be given as soon as possible thereafter. The Union recognizes that in some cases, such as breakdown of equipment, requirements imposed at the last minute by higher headquarters, or in emergency situations, little or no advance notice may be possible. In such cases, the provisions of paragraph b above apply regardless of the length of advance notice given.

Section 5. Flexitour. In those instances where a more effective and efficient operation, improved morale and reduced absenteeism may be expected, the Employer will approve an alternative work schedule called a flexitour. This provision allows

employees to vary their arrival and departure times within flexible time bands on a prescheduled basis with the concurrence of the Employer. This policy maintains a daily core time of 0830 to 1500 hours and requires full-time employees to work or otherwise account for time by approved leave to meet the basic work requirement of eight hours each day.

a. Basic Workday. Employees should fulfill their daily basic work requirements between the hours of 0630 to 1700.

b. Flexible Time Bands. Employees participating in this program may begin their scheduled workday between the hours of 0630 and 0830. Depending on their arrival_time, employees will be able to end their workday between the hours of 1500 and 1700. A midday flexible time band from 1100 to 1300 hours will be established in accordance with Section 8 of this Article for lunch purposes. Lunch periods of more than one hour may be scheduled with supervisory approval.

c. If an employee arrives within 15 minutes of the selected arrival time, the Employer may allow for adjustment of the 8-hour basic work requirement for that day for the employee.

d. In those areas where an employee, group of employees or the Union believe a flexitour would be feasible and would not detract from mission accomplishment, they may propose such implementation for all or a part of the employees in that work area. The proposal will be in writing and will be forwarded through the immediate supervisor to the approving official.

e. Where work requirements make it necessary to except or restrict employee(s) within an organization unit from participation in the program, the Union will be notified of the decision and reasons therefore. Additionally where work requirements or abuse by the employee make it necessary to modify or cease participation of an employee in the program, the Union will be notified of the decision and the reasons therefore. Upon request by the Union, the decision will be reviewed by the Employer. If the Union is not satisfied with the decision, it may initiate a grievance at the 3d step of the grievance procedure contained in this negotiated agreement.

f. Excluded from consideration for participation in this program are: shift workers, part-time employees except those in job-sharing positions, and intermittent employees.

Section 6. Compressed Work Schedules (CWS) Experimental Program.

a. The Employer and the Union agree to the test of CWS beginning no sooner than 90 days after the effective date of this agreement and continuing for the duration of this contract.

b. The Employer is responsible for approving or disapproving CWS.

c. The Employer's decision will be final and not subject to grievance under Article 11 or arbitration under Article 12.

d. Management reserves the right, in three month increments during the test period, to discontinue the CWS in organizations who have experienced an adverse impact because of a reduction in productivity, a diminished level of services furnished to the public, a diminished level of services furnished-to that organization's clients, or an increase in the cost of the organization's operations. If there is no adverse impact the CWS will remain in effect.

e. It is agreed that employees taking part in CWS will experience an increased level of individual responsibility and cooperation. Any instance of employee abuse will result in the employee being returned to a regular work schedule.

f. Each organizational unit must be able to perform each of its work functions on every working day. Employees who normally perform all work related to one function may be denied participation in CWS.

g. Definitions.

1. Compressed Work Schedule. For a full-time employee, an 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays.

(A) 5-4/9 Work Schedule. A compressed work schedule that allows a full-time employee to fulfill an 80-hour biweekly work requirement in eight 9-hour days and one 8-hour day per pay period.

(B) 4/10 Work Schedule. A compressed work schedule that allows a full-time employee to fulfill an 80-hour biweekly basic work requirement in four 10-hour days, each week, per pay period.

2. USA MEDDAC and USA DENTAC Activities on Ft. Leonard Wood may adopt other CWS approved by the office of Personnel Management to meet patient care needs.

h. Objectives. These compressed work schedules are designed to increase customer service and to provide benefits to employees and management. Specific considerations are:

1. To provide an opportunity to adjust work schedules and achieve a degree of self-determination by providing a greater balance between work and personal needs.

2. To provide more flexibility to use child care and form carpools.

3. To provide increased opportunities for pursuing educational goals.

4. To increase customer care by providing longer business hours by extending the workday and improving productivity.

5. To reduce short-term absences for medical appointments or personal business.

6. To improve cross-training and cooperation among employees.

7. To provide availability of quiet periods at beginning or end of the workday.

i. Responsibilities.

1. The Employer is responsible for:

(A) Determining the extent to which work schedules will be authorized for employees in their respective organizations, based on mission workload requirements.

(B) Assuring organizations will be staffed so as to provide services to the Installation's customers and other functions during established duty hours; i.e., 0730-1630.

(C) Determining if supervisors or employees are abusing the policy and taking corrective action to include denial of the privilege of using one or more schedules.

(D) Approving individual work schedules and subsequent deviations consistent with the needs of the organization.

(E) The installation and monitoring of the timekeeping system (sign-in and sign-out 109) which will meet audit requirements. The Compressed Work Schedule Time Record will be the official documentation to be maintained throughout the installation. This document must be signed by the employee.

(F) Accounting for the scheduled work hours of their subordinate employees.

(G) Responsible for providing written notification of approval/disapproval in deviations from the established work schedule to the employee and timekeeper.

(H) Approving schedules that correspond to the Installation's basic hours of business operations which are 0730-1630.

(I) Disapproving requests that have adverse impact on accomplishment of missions, workload, and/or office coverage.

(J) Terminating CWS for employees with attendance or related problems of abuse.

(K) Directing overtime as required outside the employee's work schedule.

2. The Employee is responsible for:

(A) Becoming familiar and complying with the

(B) Recording arrival and departure times on Compressed Work Schedule Time Record.

(C) Recognizing that participation 'on in CWS is a privilege and will be subject to the approval of the supervisor.

j. Policy Options.

1. Regular supervisors may restrict selected positions or employees from the 5-4/9, or the 4/10, if there are valid work-related reasons for the restriction. An employee may be required by his or her supervisor to work the regular tour of duty if the employee has abused the other work schedules.

2. 5-4/9 employee(s) authorized to participate in this program may be scheduled to start at any time between 0600 and 0830 hours and depart between 1530 and 1800 hours. These hours are appropriate for the 9-hour workdays which include a 30-minute lunch period. Participation in the 5-4/9 work schedule is a joint arrangement between the employee and his or her supervisor and must not interfere with the accomplishment of the mission or the employee's performance of officially assigned duties.

3. 4/10 employee(s) authorized to participate in this program may be scheduled to start any time between 0600 and 0730 hours and depart between 1630 and 1800 hours, these hours are appropriate for the 10-hour workdays which include a 30-minute lunch period. Participation in the 4/10 work schedule is a joint arrangement between the employee and his or her supervisor and must not interfere with the accomplishments of the employee's performance of officially assigned duties.

k. Scheduling Requirements:

1. Request Schedule for 5-4/9 or 4/10. All employees requesting approval to participate in or change their 5-4/9 or 4/10 work schedule must complete, on a semi-annual basis, written Request/Change for Compressed Work Schedule. This request must be submitted two weeks in advance to the employee's immediate supervisor for concurrence/disapproval and signature. The timekeeper will be furnished a copy.

2. Scheduled Day Off. The employee may request several choices for his or her fixed day off subject to supervisor's approval based on workload considerations, staffing and/or mission requirements. If several employees request the same day off and there exists no work-related reason which would decide the matter, then the employees will attempt to resolve the conflict among themselves; if no agreement is reached, the employee with the most seniority, based on Service Computation Date will be allowed the first choice, the second most senior employee the second choice, and so on, on a rotating basis. The fixed day off will be scheduled in advance on a semi-annual basis. To change his or her day off, normally for extenuating circumstances, the employee must request from his or her supervisor in writing 24 hours in advance. The approval or disapproval must be in writing. The Employer has the discretion to change the day off with 24 hours written notice based on mission requirements. Accumulation of scheduled days off is prohibited and must be taken during the pay period or paid under overtime or compensatory time.

3. 8-Hour Workday for 5-4/9. The employee may request several choices for his or her 8-hour work day subject to supervisory approval. This 8-hour day can be any day within the pay period, but must be scheduled in advance on a semi-annual basis. The 8-hour workday can be changed with 24 hours written notice by the Employer based on mission requirements.

4. Deviations. Deviations from the certified request must be made in writing and be approved 24 hours in advance to the immediate supervisor. An employee who wishes to withdraw from the 5/4-9 or 4/10 work schedule will request from his or her supervisor in writing, at least one pay period in advance. The Employer may make temporary changes due to their responsibility for assuring adequate office coverage and scheduling of work needs by notifying the employee in writing within 24 hours; or, if in joint agreement, less than 24 hours.

1. Lunch Periods. The CWS lunch period will be set at a minimum of 30 minutes up to a maximum of 90 minutes.

m. Special Situations.

1. TDY/Training. An employee participating in a CWS and in a travel status or on official business outside the Ft. Leonard Wood area will revert back to a non-participating status for the period involved unless an alternative arrangement can be agreed upon between the employee and appropriate supervisory authority, which alternative arrangement does not increase the cost of the travel, training or other official business or violate any rule,

regulation or statute. It is the responsibility of both the employee and the supervisor to ensure that proper tracking of TDY is accomplished so that the employees are not denied their off days and so the requirement for so hours to be worked or accounted for by **other** leave during the pay period is fulfilled.

2. Annual, LWOP and Sick Leave. Time off must be charged to the appropriate leave category. Leave will be charged according to the number of hours that would normally have been worked.

3. Holidays. Any holiday falling on a scheduled workday must be charged as holiday leave for either the 8,9, or 10 hours regularly scheduled for that day. When a holiday falls on a scheduled day off, full-time employees will observe their holiday as follows:

(A) Three Consecutive Nonworkdays. When an employee has three consecutive nonworkdays off and a holiday falls on one of these nonworkdays, the following rules apply in designating a workday as the "in lieu of" holiday. When the holiday falls on the employee's first nonworkday, the preceding workday is designated as the "in lieu of" holiday. When the holiday falls on the second or third nonworkday, the next workday is designated as the "in lieu of" holiday.

(B) Four Consecutive Nonworkdays. When an employee has four consecutive nonworkdays and a holiday falls on one of these nonworkdays, the following rules apply in designating the workday as the "in lieu of" holiday. When the holiday falls on the employee's first or second nonworkday, the preceding workday is designated as the "in lieu of" holiday. When the holiday falls on the third or fourth nonworkday, the next workday is designated as the "in lieu of" holiday.

(C) Five Consecutive Nonworkdays. When an employee has five consecutive nonworkdays off and a holiday falls on one of these nonworkdays, the following rules apply in designating a workday as the "in lieu of" holiday. When the holiday falls on the employee's first or second nonworkday, the preceding workday is designated as the "in lieu of" holiday. When the holiday falls on the third, fourth, or fifth nonworkday, the next workday is designated as the "in lieu of" holiday.

(D) Holiday pay or leave will be posted on the day the employee actually takes the holiday and not on the scheduled day off.

4. Overtime and Compensatory Time. The regular rules under 5 USC 5544 and 5550 apply or, if eligible, under the provisions of the Fair Labor standards Act (FLSA) of 1938, as amended. Over-time work under the 5-4/9 or 4/10 schedule can still be ordered and approved. Overtime is defined as that work or duty time in excess of the basic work requirement which the individual has scheduled during a pay period (80 hours) or hours in excess of his or her scheduled 8, 9, or 10-hour workday; which is specifically ordered and approved by management and performed by the employee. The employee may request compensatory time for overtime in accordance with applicable provisions of the law. Schedules will not be changed in order to avoid the payment of overtime.

5. Court or Military Leave. When an employee goes on military or court leave, he or she goes off of the compressed work schedule and is considered to be on a standard 8-hour workday, with a total of 80 hours to be worked and/or accounted for by other leave as appropriate during the pay period. If an employee on a compressed schedule receives notification after starting the compressed workweek that he or she is scheduled for military or court leave the following week of the pay period, the employee will be on a regular 40-hour schedule for the duration of the military assignment.

6. Exceptions. The mission must come first. Because of specific job requirements in some offices, the same degree of personal choices may not be possible for all employees. For example, employees who work as a team, offices with small staff, the need for supervisory coverage, continuous duty and unusual shift schedules, etc., may limit the degree of flexibility possible in a particular office. These situations will be handled on a case by case basis and supervisors must explain to their employee(s) to what extent, if any, they will be restricted in the use of 5-4/9 or 4/10. It is recognized that other schedules may be established due to mission requirements. The supervisor retains the right to change any approved schedule in order to meet mission requirements. The employee will be given as much advance notice as possible, normally 24 hours.

Section 7. Review. Supervisors and stewards may periodically review the records of overtime within their respective areas to assure that the amount of overtime assigned to all eligible employees is distributed equitably.

Section 8. Rest Periods. Employees normally will be given a 15-minute rest period during each one-half work shift of each day. The Employer will make every effort to plan work so as to permit such rest periods. Variations in the workload will be taken into consideration in scheduling the rest period. The full 15-minute rest period may be taken at one time, or in small increments, dependent on the wishes of the individual employee of the work area and as agreed to by the supervisor. However, this does not preclude permitting employees to have coffee/beverage at their work site during duty hours unless it substantially interferes with work performance or is otherwise prohibited by agency regulations. Rest periods may not, under any circumstances, be continuous to the lunch period; and they may not be granted immediately after the beginning of the workday or immediately prior to the close of the workday.

Section 9. Lunch Period. The employer has the right to assign employees work through the lunch period in a pay status. If the assignment of work is required during the normal lunch period, the employee will be compensated JAW the provisions of 5 CFR 550.111. However, when the assignment of work is not required during the lunch period, the employee will be in a non-pay status, free from duty and not required to remain at or near the work area.

a. The standard lunch period will be 60 minutes. In those work areas where mission accomplishment would not be adversely affected, a 30 or 45 minute lunch period will be considered by the Employer. This consideration will be accomplished in the following manner.

(1) In those areas where a group of employees or the Union believes a 30 or 45 minute lunch period would be feasible and would not detract from mission accomplishment, they may propose such implementation for all or a part of the employees in that work area.

(2) The proposal will be in writing and will be forwarded through the immediate supervisor of the employee affected to the Director or Brigade commander who has responsibility for operation of that work area. In those instances where the work area is not under the responsibility of a Director or Brigade Commander, the proposal will be directed to the Chief of staff.

(3) The appropriate management official will review the proposal and make a determination. If the proposal is not favorably considered, the Union or employees will be so advised in writing.

b. The determination to implement, continue or change a 30, 45 or 60 minute lunch period is a sole decision of the Employer.

Section 10. Maximum consideration will be given to scheduling employees on rotating tours of duty who are members of Reserve or National Guard units so that they may attend scheduled weekend drills and other authorized military training on nonscheduled days, provided at least 48 hours notification is given in advance.

Section 11. Temporary Shutdown. The Employer agrees that in the case of temporary reduction of an activity's workload, every effort will be made to reassign employees to other related work so that the use of annual leave or leave without pay will not be required. Employees who are prevented from working due to interruptions or suspension of normal work operations may be assigned to other reasonable work or comprehensive training programs. Administrative or excused time may be approved by the Employer for periods up to 40 working hours, as necessary, when other work or training is not available.

Section 12. Cleanup Time.

a. In clinics and work areas where employees have direct contact with patients, employees will be allowed sufficient time to prepare for and clean up after patients.

b. Any function inherent to the conduct of an employee's work in any position covered by this Agreement will be performed on duty time consistent with 5 CFR 550.112.

ARTICLE 23. LEAVE.

Section 1. Annual leave will be administered in accordance with current laws and regulations and as further stipulated below.

a. The Employer agrees to the maximum extent possible to allow employees to schedule at least two consecutive weeks in each year for vacation purposes. To permit scheduling, employees will furnish to their immediate supervisor, by 1 February, their desired dates of leave. In the event of conflicting requests, the conflict will first be discussed with the employees involved. If the conflict remains unresolved after the discussion, the employees with the most seniority, based on Fort Leonard Wood civil service time will be scheduled for the leave. It is understood that this application of seniority pertains to scheduling of the two consecutive weeks using the seniority procedure before additional schedules are approved. Tentative leave schedules will be prepared by 1 March and made available to employees upon request. It is agreed that scheduling of leave as indicated in this section applies only to scheduling vacations of one week or longer.

b. Changes in the annual leave schedule may be arranged by mutual agreement between the approving supervisor and the employee(s) concerned, or when emergency situations necessitate a change as determined at the discretion of the Employer.

c. Annual leave will be scheduled according to the needs of the Activity. It is the employee's responsibility to obtain approval of leave in advance of the absence. Employees should not assume that notification of an absence will always result in approval of leave. Failure to secure proper approval for leave may result in the time being charged as AWOL.

d. An employee requiring emergency annual leave shall be personally responsible for notifying his or her supervisor prior to the beginning of the employee's work shift . This requirement may be waived because of special or unusual circumstances that preclude such notification. In such cases, notification will be made as soon as possible.

e. The union agrees to support the Employer's Policy Of encouraging maximum scheduling of annual leave during seasonal slack periods within the work area.

f. The Employer agrees that in the case of slack work periods, for those employees not desiring annual leave, every effort will be made to temporarily reassign employees to other related work, comprehensive training programs, or detail to other positions, so that the directed use of annual leave or LWOP will be implemented only as a last resort.

Section 2. Employees may request annual leave or LWOP to accept temporary union positions. A period of LWOP, if approved by the supervisor, shall initially not exceed one year. Requests for extensions will in no case cause a total absence of more than two years. Employees' request for annual leave to attend local, state or national union activities shall be in accordance with Section 1 of Article 23.

Section 3. The Union agrees to support the employer in its efforts to-eliminate unwarranted or improper use of sick leave. In the event of prolonged illness or disabling injury, when an employee's accrual of sick leave has been exhausted, the employer agrees to grant up to 30 days of advanced sick leave upon submission of a request by the employee, provided he or she qualifies in all respects for such advance sick leave in accordance with applicable regulations.

Section 4. Employees who are pregnant will be allowed to work as long as desired so long as approval of their doctor is obtained. Maternity leave in the form of sick leave, annual leave and leave without pay as appropriate may be granted for all absences in connection with the pregnancy. Extended absences of up to six months after the delivery may be approved by the Employer if circumstances are such that mission accomplishment will not be adversely affected. Sick leave may only be approved for such part of the extended absence that the employee is incapacitated by certification of her doctor. All other absences will be annual leave or leave without pay. The employee shall be returned to her previous job or a like job at the end of the absence. when a male employee's wife gives birth to a child, or employees become adoptive parents, they may be allowed to schedule up to 15 days annual leave provided that (1) the granting of leave does not conflict with schedules established in Section 1a above and (2) the anticipated delivery date or adoption date is made known to the supervisor at least 60 days in advance.

Section 5. Sick leave will be granted to employees when they are incapacitated for the performance of their duties for reasons or sickness, injury, or other reasons as provided by sick leave regulations. When an employee is incapacitated for duty because of illness, he or she is personally responsible for notifying his or her supervisor by telephone or other means prior to the beginning of his or her scheduled work shift. Employees working on rotating shifts are encouraged to make the above request as soon as possible, but the request will be made not later than one hour before they are scheduled to begin work. Each functional work area where this type of notification is required will establish a procedure identifying the point of contact.

a. The above requirements may be waived because of special or unusual circumstances. In such cases notification will be made as soon as possible.

b. Whenever practical, it is agreed that employees requiring medical, dental or optical examinations or treatment, who cannot arrange appointments outside of work hours, will be granted the amount of time required on sick leave for this purpose. Employees should request such leave as far in advance as possible.

c. Ordinarily medical documentation to support the absence will not be required. However, if the supervisor believes there is sufficient evidence to indicate abuse of sick leave or other valid reason, the employee will be advised that medical documentation will be required for any absence for which sick leave is requested, regardless of the duration. Such verbal notification must be confirmed in writing, personally or by mail, based upon the merits of the individual case and not as a group action. It is subject to review after ninety days.

d. No employee will be denied sick or annual leave for the sole purpose of the Employer's compliance with Department of the Army guidelines on leave utilization.

Section 6. Military leave is absence with pay not to exceed 15 calendar days a year for active duty or for engaging in field or coast defense training. The administration of military leave will be consistent with appropriate regulations.

Section 7. To the extent permitted by the work situation, employees will be afforded duty time, annual leave or excused absence, as appropriate, to attend and participate in meetings of recognized technical, scientific or professional competency.

Section 8. Voting. Employees normally scheduled for work on any election day, and eligible to vote in such election, may be excused consistent with DOD and OPM guidance without charge to leave or loss of pay under the following conditions:

a. Excused absence may be granted to permit an employee to report for work up to three hours after the opening of the polls or leave work up to three hours before the closing of the polls, whichever requires the lesser amount of absence.

b. The employee's request will be made as far in advance of election day as possible, but not later than the day before, and will be directed to the immediate supervisor so that he or she can make appropriate plans to reschedule his or her work load.

c. When an employee's voting place is outside the normal commuting area, excused absence will be granted only if voting by absentee ballot is not permitted. Excused absence will not exceed one full day. Annual leave will be granted for absence of more than one day.

Section 9. Holidays. Employees shall be granted all holidays given to Federal employees by statute and shall also receive holidays as granted through Executive order.

Section 10. Interrupted or Suspended operations.

a. In some instances there may be periods of interrupted or suspended operations which cannot be anticipated sufficiently in advance to permit arranging for assignment to other work or the scheduling of annual leave. In such cases the Employer may grant excused absence to employees. When excused absence is granted, the Employer will determine the period of time covered.

b. The Employer may grant excused absence to employees who are prevented from coming to work or are relieved from work when normal operations are interrupted by events or conditions beyond control of management or employees for periods of time which the Employer considers not reasonably avoidable. When excused absence is granted, the Employer will determine the period of time covered. It is understood that employees in positions with duties essential to mission functions will make every reasonable effort to report for duty as scheduled. It is understood that such employees (those in positions with duties essential to mission functions) who are on duty when normal operations are interrupted by events beyond the control of management or employees will remain on duty until relieved. It is understood that the provisions of this section have application to all days within the administrative workweek.

c. When a determination is made that excused absence is appropriate, employees will be administratively dismissed for not to exceed eight hours and will then be placed on enforced annual leave for any subsequent continuous absence required beyond eight hours, provided 24 hours advance notice is given.

Section 11. Leave Without Pay.

a. Employees who do not have sick or annual leave to their credit and have sickness or an emergency situation which requires their absence from the job may be granted leave without pay subject to provisions in applicable DA and OPM regulations. Based upon the request of the employee, the possibility of granting advanced sick leave or advanced annual leave in lieu of leave without pay will be examined. The final determination will rest with the Employer.

b. An employee with three or more years creditable service who desires to pursue job-related studies will, upon request, be granted one year of leave without pay for that purpose unless mission requirements make it impractical. Disapproval of such requests will be provided the employee in writing along with the reasons for the unfavorable action.

Section 12. Court Leave. When an employee is under summons to serve on a jury or to qualify for jury service, time lost from his or her normal working tour of duty will be charged to court leave and the Employer will pay him or her in accordance with applicable regulations.

Section 13. Tardiness. Infrequent tardiness or unavoidable and necessary absence from duty for less than one hour may be excused. Each case shall be considered on its merits.

Section 14. Voluntary Leave Transfer Program.

a. While the Voluntary Leave Program is authorized by statute and OPM regulations, during the last quarter of the leave year, the Employer will inform the Union of all leave recipients who have authorized the release of their names and medical emergency situations.

b. The Employer and the Union agree to publicize the Voluntary Leave Transfer program and encourage members of the bargaining unit to participate in the program.

ARTICLE 24. USE OF OFFICIAL FACILITIES AND SERVICES.

Section 1. The Employer agrees to provide suitable office facilities for exclusive use by the Union for maintenance of files and as a meeting place for officials and employees covered by this Agreement. It is understood that the use of such facilities may be curtailed in the event future mission requirements dictate and a shortage of office space exists on the installation. Except for

provision of suitable office space and utilities (heating, electricity and water) no expense except the cost of repairs resulting from malfunction of utilities mentioned above will accrue to the United States Government as a result of this Agreement. It is further agreed that a license to the Union for use of property on Fort Leonard Wood, Missouri, agreed to by both Parties, will be executed prior to occupancy by the Union.

Section 2. Upon request of the Union, the Employer may make space available to the Union for meetings and other appropriate activities. Generally such requests should be to the Directorate of Civilian Personnel. However, requests to have meetings with employees in a particular work area at the work site should be to the employees' supervisor. Such space may be used provided the facilities are left in a clean and orderly *condition and* their use does not interfere with any installation program or security requirement. The Union agrees to conduct an inspection after each meeting to assure adherence to this provision and shall be responsible for the use and care of space made available to it.

Section 3. Employee Uniforms. The Employer agrees within available resources that government-owned uniforms, as authorized by applicable common tables of allowances, will be furnished each employee who is required to wear such government-owned uniforms. official time will be allowed each employee for securing uniforms from existing distribution points. uniform allowances will be paid to employees consistent with AR 670-10 and the Federal Employees Uniform Allowance Act, as amended, (5 USC 5901-5903).

Section 4. Membership Drives. A membership drive may be conducted by the Union annually, if desired, at a time mutually agreed upon by the Union and the Employer.

a. Upon request, the Employer agrees to furnish the Union the following information for use during the conduct of the drive:

(1) The most current listing of employees in the bargaining units. The list will be sorted by organization. Within each organization, names will be listed alphabetically.

(2) Maps of the installation, including building numbers.

(3) Other information or data pertinent to conducting membership drive as may be requested by the Union; e.g., information on shifts, duty hours, lunch periods, and location of employees involved.

b. The Union agrees to request dates for the membership drive at least 15 days prior to the requested beginning date of the membership drive.

Section 5. Recreational Facilities. Employees are encouraged to maintain individual physical -fitness programs. several recreation facilities are available on Fort Leonard Wood and the Fort Leonard Wood Recreation Areas at Lake of the Ozarks for employee's use during the employee's nonduty time for recreation and exercise. Employees are encouraged to make use of recreational facilities and participate in sports activities in accordance with the rules governing such use or participation.

Section 6. Use of Privately Owned Vehicles (POV's). An employee will not be required to use his or her POV in connection with the performance of his or her job or the mission of the activity.

Section 7. Bulletin Boards. The Employer agrees to provide reserved space on appropriate bulletin boards of a minimum of 18" X 22" for the posting of Union notices and similar informational material. The Employer reserves the right to designate which bulletin boards will be used by the Union.

Section 8. Eating Facilities. The Employer, in coordination with the Union, will make every reasonable attempt within existing facilities to provide suitable eating/break areas for employees. The Employer and the Union shall work jointly in formulating plans for eating/break areas where none presently exist and are required, or to effect improvement to existing facilities, to include refrigerators when facilities are available, for the storage of lunches, soft drinks, etc.

Section 9. Internal Mail Distribution. The internal mail distribution service of the Employer shall be available for use by the Union. The availability of the service throughout the facility shall be limited by reason of the fact that this section does not authorize use of the United States Mail and other services operated by the US Postal Service or use of the United States mail under frank. Further, volume of distribution must be limited to that which can be absorbed within current capabilities of the distribution system.

Section 10. Reproduction Facilities. Union officials are authorized reproduction services, including access to copying machines, by the submission of appropriate requests; i.e., DD Form 843 or other approved forms. Union officials agree to make no more than the minimum number of copies necessary to process a grievance or other action, and maintain adequate local union files. Union officials shall record all copies made on government copiers on a DA Form 4575-R or similar form and shall return such forms monthly to the Labor Relations officer, Directorate of Civilian Personnel, if such copier use is not recorded on a copier personal identification number (PIN#) supplied by the Employer.

Section 11. Energy Conservation. The Union and Employer agree to cooperate fully in the interest of energy conservation. Union participation includes, but is not limited to, encouraging employees at Union meetings to conserve energy, and soliciting from unit members suggestions to conserve energy. These suggestions may be submitted through the incentive awards program.

Section 12. Use of Official Telephones. All Government telephone systems represent resources, the use of which must be properly managed. The use of Government telephone systems, including calls over commercial systems which will be paid for by the Government, must be limited to the conduct of official business. Such official business calls may include emergency calls and calls which are necessary and in the best interest of Government. All calls must meet the following criteria:

- (1) It must not incur a charge to the Government.
- (2) It must be authorized by the employee's supervisor and must not adversely affect the performance of official duties.
- (3) It must be of reasonable duration and frequency.
- (4) It reasonably could not have been made before or after normal working hours.

In work areas where there are no Class A phones, with supervisory approval, the employee may be allowed to leave the work area to go to a pay phone or other Class A phone.

ARTICLE 25. USE OF GOVERNMENT QUARTERS.

Section 1. The use of Government quarters during temporary assignments (TDY) to military posts, camps, stations or depots may be required under certain conditions. use of Government quarters by employees is not mandatory . However, failure to use adequate Government quarters which are available at the TDY location will normally result in forfeiture of the quarters portion of the per them allowance.

Section 2. The definition of adequate Government quarters is contained-in agency regulations. Officials at the TDY location will be the final authority in determining whether quarters meet the prescribed standards of adequacy.

Section 3. The Employer will make an attempt, prior to the beginning of the TDY, to determine if adequate Government quarters will be available at the TDY location. If this determination is affirmative, reservation for the Government quarters will be made in accordance with the practices of the TDY location. Failure to obtain an advance reservation does not relieve employees of the responsibility for utilizing Government quarters if they are available. A statement of nonavailability from the Billeting officer at the location where the TDY is performed must be obtained before the quarters portion of per them allowance can be paid.

ARTICLE 26. COMMERCIAL ACTIVITIES STUDIES.

Section 1.

a. The Employer will notify the Union concerning any commercial activities study announced to Congress *which involves* employees in the bargaining unit identified in Article 1 of this agreement. A copy of the Performance Work Statement and Request for Proposals will be furnished to the Union, if requested by the Union.

b. Upon approval of and prior to implementing such contractual arrangement, the Employer agrees to inform the Union of the nature of the work involved; reasons for change in method of performance; and the number of employees estimated to be adversely affected.

Section 2. It is agreed that decisions concerning the contracting out of work are the matters of discretion of the Employer or *higher authority*. However, the Employer does agree to make a reasonable effort to avoid or minimize any effect on employees of the units. The Employer agrees to consult with the Union concerning the impact of any cancellation of existing contracts that could have an effect upon employees in the represented units; i.e., custodial services discontinued *which would* require employees to perform custodial work in addition to regular duties.

Section 3. The Employer will notify the Union of the final decision on contracting out of work performed by unit employees. The Employer will extend an opportunity to the Union to meet, confer and negotiate with respect to the impact on unit employees adversely affected by the contracting out.

ARTICLE 27. PERSONNEL MOVEMENT IN REDUCTION IN FORCE SITUATIONS AND REHIRING.

Section 1. The Employer agrees to make a reasonable effort to avoid or minimize a RIF. Some possible actions are to restrict recruitment and promotion by meeting ceiling limitations through normal attrition and by reassignment of surplus

employees to available vacant positions for which they are qualified. When a decision is made by the Employer to effect a RIF, the provisions of the Federal Personnel Manual and other relevant regulations will apply with the additional provisions contained in the following sections of this Article. The Employer agrees to notify the Union when information is available that reasonably indicates a RIF of 10 or more employees is imminent. The Employer also agrees to notify the Union of officially approved reductions in force within the bargaining unit immediately before notices to the employees are prepared.

Section 2. The Employer agrees to make available to the Union copies of all retention registers and companion competitive level documents when RIF notices are issued to employees in the bargaining unit. Copies will be furnished to the Union President or his or her representative. The Employer agrees to provide the Union access to information in the Directorate of Civilian Personnel for the purpose of the Union's developing (1) a list of jobs abolished which precipitated the RIF, and (2) a list of vacancies at the beginning and conclusion of the RIF by title, grade, series and job number. All RIF actions will be in accordance with applicable regulations.

Section 3. Appeals. Employees reached for action by a RIF who believe such action would deprive them of any rights to which they are entitled under applicable regulations may appeal such action directly to the MSPB. Time limitations for filing RIF appeals will be specified in advance notices.

Section 4. Employees receiving RIF notices will be furnished all available information regarding the action, including an opportunity to review applicable regulations, retention registers, and other pertinent records.

Section 5. Outplacement Assistance. The goal of the Outplacement Assistance Program will be to assist employees who have received a specific notice of separation by RIF. Governing regulations will be applied for registration in the DOD Priority Placement Program (PPP), the Reemployment Priority List (RPL), and the office of Personnel Management Displaced Employee Program (DEP) and Interagency Placement Assistance Program (IPAP) or successor programs.

Section 6. It is agreed that as soon as possible after the affected employees have received specific notice of RIF actions, the Employer will be available to provide outplacement assistance in the form of employment counseling and registration for the types of positions and grade levels for which affected employees are qualified, available, and eligible for consideration under governing regulations. Affected employees with a RIF separation notice should be considered for reasonable amounts of duty time to attend appropriate interview with private employers or other Government agencies at the discretion of the Employer.

Section 7. When a change to lower grade becomes effective, the employee is-enrolled in the DOD PPP and also is given special consideration for repromotion under the local procedure.

Section 8. An employee may lose eligibility for consideration under outplacement assistance programs upon declination of a valid offer as defined in specific governing regulations.

ARTICLE 28. CIVILIAN COUNSELING SERVICES PROGRAM.

Section 1. General. The Employer agrees to provide an effective-civilian Counseling Service Program meeting the requirements of applicable laws, regulations and guidelines (currently PL 91-616, FPM Letter No. 792-4, PL 92-255, FPM 792-7 and AR 600-85). Employee participation in the program shall be voluntary.

Section 2. Successful rehabilitation of the employee who has an alcohol or drug problem which affects his job performance requires a high degree of employee motivation.

a. The Parties recognize that medical./behavioral problems of an employee and/or members of his or her family, including alcoholism and drug abuse, can interfere with an employee's job performance. Such problems can be resolved with proper treatment and the employee can return to a high level of productivity.

b. An employee who acknowledges having a medical/ behavioral problem either of his or her own or of a family member and requests assistance shall be referred.

c. If the supervisor reasonably suspects that the employee has a problem in this area, he or she should consult with the Civilian Program Coordinator, the Management Employee Relations (MER) specialist and/or a union representative in order to provide assistance to overcome the problem. Both Parties agree to cooperate in motivating an employee to seek proper treatment when work performance or conduct indicates an actual or potential alcohol or drug abuse problem.

Section 3. The Civilian Counseling Service functions as a screening service for employees whose job performance appears to be affected by a personal problem. If the personal problem has as its basis alcohol or drug abuse, counseling or referral services designed to resolve the problem and restore the employee to effective job performance will be provided. If the personal problem is unrelated to alcohol or other drug abuse, the employee will be referred to the appropriate installation or community resource.

a. Procedures for Referral and Enrollment. Employees may be referred by:

(1) Volunteering for Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) services by calling the Civilian Program Coordinator for an appointment.

(2) Being referred by his or her supervisor, a union representative, an MER specialist or other outside source of referral, to the Civilian Program Coordinator.

(3) Referral to the ADAPCP by a physician as the result of a fitness-for-duty examination, or routine medical or emergency treatment.

b. If enrolled, all civilian employees will be requested to sign the Civilian Employee Consent Statement (DA Form 5017-R) prior to entering the ADAPCP. If the employee refuses to sign the consent form, the ADAPCP record will be annotated and appropriate precautions will be taken against the release of information to supervisors or interested others. Signing of the consent form or revoking prior consent is strictly voluntary. If signed, however, the consent enables the Civilian Program Coordinator, acting for the Alcohol Drug Control Officer (ADCO), to report specific information to the supervisor named on the consent form, and enables two-way communication regarding clinical progress and performance during rehabilitation for the purpose of the supervisor providing support in the work environment.

c. Civilian employees may be reenrolled in the ADAPCP at any time. However, suspension of adverse or disciplinary action during reenrollment is not required and may be determined by the supervisor on a case-by-case basis.

d. If an employee decides to withdraw from the ADAPCP prior to completion of a prescribed rehabilitation plan, the Civilian Program Coordinator will notify the supervisor if the civilian Employee Consent Statement has been signed. If adverse action was suspended by the supervisor, it may be reinitiated upon the client's Withdrawal, if the supervisor so desires.

Section 4. An employee who enrolls in the ADAPCP will be offered 90 days active rehabilitation with a 270 day follow-up phase.

Section 5. All outpatient facilities of the ADAPCP shall be available to civilian employees without charge as provided in PL 91-616, PL 92-255, FPM 792-4, FPM 792-7, FPM Supplement 792-2 and AR 600-85 (except for nonemergency hospital charges and subsistence charges for food consumed).

Section 6. Employees will be authorized leave as appropriate in accordance with existing rules and regulations to obtain treatment and rehabilitation.

Section 7. The employee's job security or promotional opportunities will not be jeopardized solely by his or her request for assistance.

Section 8. The Employer shall publicize its policy regarding services avail; le through the ADAPCP.

Section 9. A training program for union and supervisory personnel in referral skills and early identification of work performance problems which may be alcohol or drug related shall be available.

Section 10. It is agreed and understood by the Employer and the Union that the Civilian Counseling Services Program will be conducted in accordance with appropriate regulations.

ARTICLE 29. OCCUPATIONAL SAFETY AND HEALTH

Section 1. The Employer shall provide an effective occupational safety and health program meeting the requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA), Executive Order 12196, Chapter XVII, Title 29, CFR Part 1960. The Employer and the Union shall consult and/or negotiate on any proposed changes or recommendations relative to safety and health policies and/or standards not specifically covered by law. Union officials involved in activities or representation pursuant to this article shall be considered to be on official duty.

Section 2. A goal is established to conduct a safety inspection of all areas occupied by unit employees per quarter. When safety inspections are made pursuant to the OSHA, other statutes or regulations, a union representative will be afforded the opportunity to accompany the inspector or inspection team. The Employer agrees to make available for review, upon request by the Union, reports of safety inspections, accidents or occupational illnesses consistent with the Freedom of Information Act, Privacy Act and other applicable laws and regulations. Requests made by the Union for a copy of such reports in order to fulfill representational duties in specific cases shall be honored when consistent with the Freedom of Information Act, Privacy Act and other applicable laws and regulations.

Section 3. Working Conditions and Protective Measures.

a. The Employer will exert every effort to provide safe and sanitary working conditions and equipment in consonance with standards promulgated under OSHA. In consonance with Title 29, CFR 1960, the Employer shall post a notice or notices informing employees of the protections and obligations provided for in the OSHA (OSHA Poster). The employer agrees to exert every effort to abate safety and health hazards.

b. The Employer will provide suitable protective clothing, equipment and safety devices for employees engaged in activities for which OSHA standards require such items. Cleaning and repair of Government-owned clothing and equipment shall be at no expense to the employee. Items include, but are not limited to:

- (1) OSHA approved hard hats and goggles.
- (2) OSHA approved fire retardant Emergency Medical Service Turnout coats, waist length,
- (3) OSHA approved heavy leather gloves
- (4) Safety shoes.

c. Protective clothing will be of suitable design to permit full mobility for those employees who are performing duties involving patient care. Protective clothing will be worn when conditions warrant their use, i.e., instances such as but not limited to training exercises, mass casualties, air crashes, etc.

d. The employer agrees to ensure that employees are not subjected to adverse conditions; i.e., excessive dust, vapors, toxic materials or inadequate lighting and ventilation in the work environment without proper protective equipment. When such a condition is suspected, the Preventive Medicine Activity of USA MEDDAC will be requested to conduct a survey of the work site. Any employee who believes that such a condition is present will advise his or her supervisor and/or the activity safety officer. If no relief is obtained, he or she should submit the problem in writing on the appropriate OSHA form to the Installation Safety Manager.

e. The Employer shall encourage employees to work safely and to report unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report to the immediate supervisor unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas which may represent health hazards. The Employer assures that no reprisal will be practiced as a result of an employee reporting an unsafe/unhealthy practice or condition.

f. When an employee believes that he or she is subjected to conditions so severe that even short-term exposure would be detrimental to the health or safety of themselves or other employees, the conditions will be reported to the immediate supervisor. In such instances an inspection of the work area will be conducted to determine that it is safe before the supervisor requires employee(s) to perform the work assignment. If any doubt regarding the safety of existing conditions is raised by either the supervisor or a union official a request shall be coordinated through the Installation Safety Manager for an on-site evaluation and ruling as to whether work should be allowed to continue at the work site. The on-site evaluation will be conducted by an inspector from the Installation Safety office and/or Preventive Medicine Activity. The supervisor may grant the employee(s) immediate relief from the conditions pending resolution or a determination from competent authority (Installation Safety or Preventive Medicine) that work may continue. Requests for on-site evaluations and rulings from higher authorities shall not interfere with the supervisors decision to require the employee(s) to continue the performance of work assignments except when the supervisor believes an imminent danger situation may exist.

Section 5. Occupational Health and Safety Training.

a. Although employees are basically qualified to perform A their duties, the Employer recognizes the need for specific training and update training regarding occupational health and safety to assure employee safety and a minimum loss of man hours due to preventable injuries. The Employer will continue training programs to ensure that all employees are informed of safe working habits and practices appropriate to their jobs. Additionally, the Employer Shall instruct employees in safe working habits, practices and procedures with regard to specific job assignments and shall ensure that manuals and regulations relating to safety and health are available to all employees.

b. The Employer will provide an occupational safety and health training program for the Union representative on the Installation Safety and Health Committee and the union representative on established activity subcommittees. The Employer will consider Union requests for additional safety and health training for unit personnel or Union officials on a case-by-case basis consistent with resource availability.

Section 6. On-the-Job Injury or Illness. Employees will report to their supervisor immediately all injuries or illnesses which occur on the job, no matter how slight.

a. The Employer (with a Union steward present, if requested and if possible) will, as soon as possible, explain to the employee his or her rights and options under the Federal Employee's Compensation Act and supply the employee the copies of the appropriate Office of Workers' Compensation Program (OWCP) forms. The responsibility to ensure the above actions are taken in a timely manner rests with the Employer. Specific procedures regarding Workers' Compensation, are provided in Article 30, Workers' Compensation.

b. Detailing of employees to work assignments compatible with their physical conditions, or temporarily tailoring their regularly assigned duties due to their physical limitations will be considered by supervisors as alternatives in dealing with employees who are unable to perform their regularly assigned duties because of an on-the-job illness or injury but who are capable of returning to or remaining in a duty status.

c. In any case in which the Employer has sufficient reason to believe that an employee is physically unable to perform his or her duties, that suitable alternative work is not available, and that the employee is unwilling to report voluntarily for a medical examination, the Employer shall, whenever a fitness for duty examination is required by 5 CFR 339.301, inform the employee in writing that he or she is being directed to have such an examination. The Employer cannot guarantee the acceptability to OWCP of physicians other than Federal Medical Examiners. The employee is entitled to submit medical documentation from his or her private physician for the Agency's review and consideration.

Section 7. Ergonomics. Ergonomics is the design of work areas and production processes around the individual. As new office furniture (computer workstations, desks, chairs and work areas) is purchased for the employee(s) the requesting activity will consider ergonomic design concepts. An effort will be made to fit the work place to the individual performing the work.

Section 8. Indoor Air Quality.

a. Employer agrees to monitor indoor air quality in accordance with OSHA standards. Upon request by the Union, Employer agrees to provide the executive summary of studies on indoor air quality. Employer agrees to notify the Union and employee(s) immediately for confirmation of monitoring data that reflects imminent danger to the health of the employee.

b. Employees concerned about the indoor air quality should notify their supervisor. The supervisor will take prompt action in investigating such reports and initiate corrective action as required. Supervisors may request assistance from the Preventive Medicine office, MEDDAC, in the evaluation of indoor air quality.

ARTICLE 30. WORKERS' COMPENSATION.

Section 1. When the employee elects to file a Workers' Compensation Claim, the employer shall process and forward to OWCP within their specified submission periods, the properly completed, required employee and employer documentation. The Union and Employer agree to work together in the interest of expediting the claim process.

Section 2. An employee who sustains a disabling, job-related, traumatic injury may receive continuation of regular pay for a period not to exceed 45 calendar days except as provided in applicable regulations. The employee or someone acting on his or her behalf must give a written report of the injury on Form CA-1 to the supervisor within two workdays following the injury.

Section 3. When medical evidence shows the disability is expected to continue beyond 45 days and the employee wishes to receive compensation, Form CA-7 must be completed within five workdays following the end of the 45 day period and forwarded to the Directorate of Civilian Personnel for submission to the office of Worker's Compensation.

Section 4. In the case of an injury in the performance of duty which is not immediately disabling, the employee is required to give his or her supervisor written notice of the injury within 30 days after the injury.

Section 5. Any person who makes a false statement to obtain federal employees compensation or who accepts compensation payments to which he or she is not entitled is subject to punishment as the law may direct.

Section 6. The term "injury" includes, in addition to injury by accident, a disease proximately caused by the employment. The Employer agrees to maintain an adequate supply of the basic forms needed for proper recording and reporting of injuries.

ARTICLE 31. HEALTH SERVICES AND PREVENTIVE MEDICINE.

Section 1. Since it is of benefit to the Employer to be assured employees are physically, mentally and psychologically suited to their work, and that physical and mental health are maintained during employment, and in order to reduce economic loss caused by physical deficiency, sickness and injury, the Employer agrees to maintain an Occupational Health Program encompassing special preventive measures for personnel who are exposed or potentially exposed to toxic materials or other hazardous environmental influences. Medical measures will be carried out in accordance with professional standards in the field of Occupational health. Health standards not specifically established by agency directives will conform with the health standards promulgated in Title 29 Code of Federal Regulation XVII, Part 1910, Occupational Safety and Health Standards under authority of the 1970 Williams-Steiger Occupational Safety and Health Act. Employee's time spent for examinations, immunizations, briefings, consultations, etc., pursuant to the program shall be considered official duty time.

Section 2. The Occupational Health Program will provide those services required by both agency regulations and standards promulgated under OSHA. Also, services annotated as useful in supplementing the occupational Health Program shall be provided as resources allow. References are as follows: AR 40-3, AR 40-5, AR 40-400, HSC Pamphlet 40-2, FLW Supplement 4 to AR 40-5, FPM Supplement 792.1 and DA Civilian Personnel regulations and supplements to such governing health services. The program will include provisions for:

a. Immunizations necessary to safeguard the health of employees potentially exposed to infectious disease because of the work environment.

b. Health examinations and follow-up when required for pre-job placement, job related exposures, administrative actions, and voluntary health maintenance. Papanicolaou test will be performed as a part of the health examination if requested by the employee.

c. Occupational vision and hearing conservation.

- d. Health hazard inventories and/or surveys.
- e. Health information and screening.
- f. Treatment of illnesses and injuries (both job related and nonoccupational).

Section 3. Transportation of Ill or Injured Employees.

- a. Normally, transportation will not be provided if it is reasonably evident that the employee's illness or injury is not serious and private or public transportation is suitable.
- b. Supervisors or other management officials may authorize the use of government transportation assets to transport an employee to General Leonard Wood Army Community Hospital for authorized emergency treatment.
- c. Ambulance service shall be available should the circumstances warrant.

ARTICLE 32. POSITION DESCRIPTION AND POSITION CLASSIFICATION REVIEW.

Section 1. All employees in these units shall be permitted to consult with their supervisors on an informal basis for the purpose of reviewing their job description and to discuss its adequacy and accuracy. During these discussions the employee may be accompanied by a representative of his or her choosing. Upon completion of the review, if found warranted, a new or amended job description will be requested.

Section 2. The right to appeal the position title, series or grade in accordance with applicable laws and regulations is retained by the employee. Each employee may seek such adjustment without restraint and without fear of reprisal or subsequent prejudice.

Section 3. Department of the Army standardized job descriptions will be utilized to the fullest extent whenever applicable. Otherwise, official job descriptions will be written in accordance with OPM and Department of the Army rules and regulations. Such duties may include those tasks that are incidental or temporary. In assigning such duties, management should consider the capacity and competence of the employee to be assigned to avoid creating health or safety hazards.

Section 4. The procedures for filing classification appeals through agency or OPM channels will be made available to employees and the Union upon request. Employees or their representatives who elect to appeal the classification/job grading of their position will be provided upon request a copy of all pertinent information which is part of the classification/job grading appeal file.

ARTICLE 33. PERFORMANCE STANDARDS AND APPRAISALS.

The provisions contained in AR 690-400, Chapter 430, will apply with the exceptions listed below for the bargaining units represented by NFFE Local 738 and serviced by Fort Leonard Wood Directorate of Civilian Personnel.

Section 1. The current job description will be used as the basis, along with other source documents such as mission or function statements, program, budget and planning documents, organizational goals and objectives, and previously developed performance standards to identify critical and noncritical elements and develop performance standards. Employees are encouraged to participate in the development of performance requirements for their respective positions by discussions with their supervisor. No employee will be subject to reprisal for providing any suggestions or criticism they may have relative to the performance standards. Any employee who disagrees with any part of the plan may submit written or oral

comments, or both, to the reviewer within five days of review of the plan. Such an employee will be advised regarding who should receive the comments.

Section 2. When the performance plan has been approved, each affected employee shall receive a copy. The employee will sign the authentication portion of the form to acknowledge receipt.

Section 3.

a. A performance appraisal will be postponed until an employee has served a total of 120 days in a position.

b. A rating may be postponed when:

(1) A newly assigned supervisor has had less than 120 days to observe the employee's performance against current requirements; or

(2) An employee's performance has been less than fully successful (e.g., due to illness, alcoholism, drug abuse or other handicapping condition) and the performance shows evidence of improvement.

(3) An employee who has been notified of failure to meet the performance standards for one or more critical elements of the position is provided an opportunity to improve performance.

c. Postponements will not exceed 120 days unless special circumstances exist. Postponements will not affect future due dates; however, it automatically shortens the next rating period ("From" date) by the length of the postponement. When postponement of an appraisal is approved, the employee will be informed.

Section 4. Appraisal of an employee's performance will be made objectively by comparing performance with written performance standards. Discussion of the employee's job performance with the employee will be accomplished at least once every six months and will be conducted in private surroundings. The annual performance rating will be in written form.

Section 5. Management has a responsibility to inform an employee of a performance error that will be used for performance evaluation within a reasonable time of occurrence. Should an employee feel that management has incorrectly charged the employee with a performance error, the employee may discuss the matter with the supervisor to resolve the dispute.

Section 6. Quotas or other similar restrictions will not be considered in the evaluation of an employee's work performance. In addition, awarding of an exceptional rating, or other similar award, will not be denied the employee because the activity has exceeded its quota and the employee would otherwise be entitled to such recognition.

Section 7. An employee's performance rating will be based on a comparison of the individual's work during the rating period with the Performance standards for the critical and noncritical elements of the employee's position. Employees who disagree with the summary rating have the responsibility of showing evidence that they are entitled to a higher rating.

Section 8. If shortcomings in the employee's performance are identified the employee shall be advised of suggested improvements in the work in order to perform the duties more satisfactorily and at expected levels. When the employee's work performance does not meet the performance standards for a critical element, the employee will be furnished a statement to that effect and be given a period of not less than 60 days in which to bring the work performance, up to an acceptable level. Thirty days into the 60 day period, if warranted, the employee will be given the 30 day advance notice required by Title 5, Chapter 43, Section 4303 and 5 CFR 432.101. The statement of unacceptable performance will provide:

- a. The critical element(s) and performance standard(s) of the employee's position involved in each instance of unacceptable performance;
- b. the time period in which to bring performance to a satisfactory level; and
- c. what the employee must do to bring performance to a satisfactory level.

Section 9. An employee whose reduction in grade or removal is proposed because of unacceptable performance is entitled to:

a. Advance written notice in accordance with governing regulations which informs the employee:

(1) of the specific instances of unacceptable performance by the employee on which the prepared action is based;

(2) of the critical elements of the employee's position involved in each instance of unacceptable performance; and

(3) of the right to be represented by a NFFE representative, or by an attorney or other representative in preparing and presenting a reply to the proposal.

b. A reasonable time, not less than 10 workdays, will be provided to answer orally or in writing.

c. A written decision which; (1) in the case of a reduction-in-grade or removal specifies the instances of unacceptable performance by the employee on which the reduction-in-grade or removal is based; (2) unless proposed by the head of the activity, has been concurred in by an employee who is in a higher position than the employee who proposed the action; and (3) addresses the efforts the employee had made to improve his or her deficiencies, and how these efforts have fallen short. This effort may be communicated by the, employee or may be observed by management.

Section 10. If the employee is the subject of an action based on unacceptable performance and the employee files for disability retirement, management agrees to consider staying the action for a reasonable period of time to allow a determination to be made concerning the disability retirement.

Section 11. The procedures of the Civilian Counseling Services must be considered, and made available to any employee who so requests in accordance with governing Army regulations.

Section 12. Exceptions to the provisions in Sections 8 through 11 of this Article would occur when retention of the employee in the job may lead to death, injury, a threat to national security or great monetary loss.

Section 13. Excluded from the provisions in Sections 8 through 11 of this Article will be those employees covered by this Agreement and identified exclusions in AR 690-400, Chapter 432.1.

ARTICLE 34. PROBATIONARY PERIOD.

Section 1. Each individual receiving an initial appointment is required to serve a-probationary or trial period consistent with the provisions of the Federal Personnel Manual and Department of the Army regulations.

Section 2. A person selected for appointment is presumed to have the skills and character traits necessary for satisfactory performance of a career employee. That presumption, however, must be verified through actual work performance.

a. When improperly performed work indicates requirements may not have been fully understood the performance standards will be discussed with the employee.

b. If after a full and impartial evaluation, a determination is made that the employee has not demonstrated the skills or character traits required for satisfactory performance, action will be taken to terminate the appointment. The employee will be given written notice of the reasons for the termination and the effective date. The notice will be given seven days before the effective date except in a situation which constitutes a threat to government property or the well being of the employee, fellow workers or the public. The effective date may be extended upon request by the Union if the employee has requested representation and additional time is necessary to properly investigate the action. The written notice will contain factual information about the employee's performance or conduct which will make the basis for the action clear.

ARTICLE 35. USE OF OFFICIAL PUBLICATIONS.

The Employer agrees to include material submitted by the' Union for publication in the Essayons subject to the following limitations:

a. Such material will be limited to such items as announcements of union meetings, elections of union officers and recreational events. The material will not deal with such items as grievances or unfair labor practices, complaints and organizational drives.

b. The publication of such material will be dependent an the availability of space in particular issues of the ESSAYONS as determined by the editor.

c. The material shall be of reasonable length and shall be stated in a concise and businesslike fashon.

ARTICLE 36. INFORMATION TO THE UNION.

Section 1. The Employer agrees to furnish cost free to the Union, upon written request from the Union, all data relevant and necessary for the proper discharge of its obligation under PL 95-454. This shall include, but is not limited, to:

a. access to Personnel Files and Medical Records in accordance with applicable laws and regulations;

b. access to all future OPM, MSPB, OMB regulations or directives, CPR's and AR's and FLW regulations and policies that are available on the installation that implement or establish bargaining unit-wide policies, practices, procedures and working conditions;

c. listing of employment summary statistics readily available and routinely maintained by the Director of Civilian Personnel or Equal Employment Office (EEO); and

d. specific information requested by the Union for investigating and/or processing complaints/grievances/appeals will be provided to the extent releasable under applicable law and regulation without undue delay, upon written request by the Union.

Section 2. Request for information will be presented by the Union to the Director of civilian Personnel, ATTN: Labor Relations officer.

Section 3. The Employer shall furnish the president of the Union, on a monthly basis, the following information regarding all now employees of the unit:

a. full name,

b. position title and grade,

- c. organizational assignment,
- d. date entered on/separated/reassigned from duty.

ARTICLE 37. UNFAIR LABOR PRACTICE PROCEEDINGS.

Section 1. The parties agree to actively work towards the limitation-and prevention of unfair labor practices. In the event either party feels that the other party has committed an unfair labor practice, the following procedure shall apply:

a. The charging party will give notice to the Activity Commander/Union president, as appropriate, who shall have five workdays to attempt to settle the matter. Such notification need not be in writing but should provide enough detailed information to allow for clear understanding of the problem.

b. If no acceptable settlement is reached within the time allowed above, the charging party may proceed to file such charges with the FLRA.

ARTICLE 38. PAST PRACTICE.

Section 1. The relationship between the Employer and the Union is governed by statutes, regulations, and the collective bargaining agreement. It also may be governed by those practices which have become established by the conduct of the parties over a long period of time.

Section 2. When managers seek to change long standing conditions of employment in their work areas, they should comply with any obligation to notify the Union and provide an opportunity to bargain under Article 4, Section 1, and Article 5, Section 2, before discontinuing the practice.

Section 3. No language in this Article will affect the rights of either party to negotiate as appropriate. Past practices will be defined consistent with the developing case law in the federal sector.

ARTICLE 39. CHILD CARE.

Section 1. Employees are responsible for making appropriate arrangements for child care. The Employer agrees to consider requests for emergency annual leave in the event of the unexpected unavailability of a child care provider. The Employer will consider a request for annual leave to seek out and obtain services at child care facilities in the surrounding communities.

Section 2. When a child care facility is built to replace the existing Pence Child Care Facility, and becomes open for business, eligible employees may make application for spaces.

Section 3. During the new employee orientation, the Employer agrees to-Provide the point of contact in the surrounding counties in the Department of Social Services, Division of Family Services, for licensed child care providers. The Employer also agrees to provide a point of contact for information about on-post providers and facilities.

ARTICLE 40. DURATION AND EXTENT OF AGREEMENT.

Section 1. The effective date of this agreement is 15 days after the date of approval by Headquarters, TRADOC, or the 46th day after the execution of the agreement by the parties if the agreement has been neither approved nor disapproved by that date. This agreement shall remain in effect for three years from the effective

date. The agreement shall be renewed for an additional three year period on each third anniversary date thereafter, unless between 105 and 60 calendar days prior to any such date, either party gives written notice to the other of its desire to amend or modify the agreement. If such notice is given, this agreement shall remain in full force and effect until the changes have been negotiated and approved.

Section 2. Amendments and Supplements. This agreement may be amended or supplemented within a reasonable time after the enactment of any law or regulation of appropriate authority which affects the provisions of this agreement. A proposal by either party to negotiate such amendment(s) or supplement(s) shall cite the pertinent law or regulation and the article(s) of this agreement affected. When such proposal is submitted, representatives of the Employer and the Union shall meet within 15 calendar days to negotiate the requested amendment(s) or supplement(s).

Section 3. Effective Date, Amendments and Supplements. Amendments and supplemental agreements shall become effective 30 days from the date signed by the Parties, subject to the approval of the head of the Agency. They shall remain effective concurrent with the basic agreement.

Section 4. Publication and Distribution of Agreement. The Employer agrees to have copies of this Agreement and any future amendments and/or supplements printed in booklet form and distributed to all employees covered by this agreement. The Employer agrees to provide the Union 100 copies of the printed agreement and amendments and/or supplements.

IN WITNESS WHEREOF the Parties hereto have entered into this Agreement on this 12th day of May,
1993