

AGREEMENT  
BETWEEN  
HQ, COPRS & FORT LEWIS,  
FORT LEWIS, WASHINGTON  
&  
LOCAL 1504,  
AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES

APPROVED: 20 DECEMBER 2000

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## NEGOTIATED AGREEMENT UNDER PL 95-454

### PREAMBLE

This agreement is made and entered into by and between I Corps and Fort Lewis, the 1115<sup>th</sup> Signal Battalion, and the NCO Academy, Fort Lewis, hereinafter referred to as "Management", and Local 1504, American Federation of Government Employees (AFGE), AFL-CIO, hereinafter referred to as the "Union". This agreement constitutes a collective bargaining agreement between the parties hereto. The intent of this agreement is to promote and improve the efficient administration of the Federal service and the well being of employees.

### ARTICLE 1

#### RECOGNITION AND UNIT DETERMINATION

**SECTION 1.** Management here by recognizes that the Union is the exclusive representative of all employees in the unit as defined below. The Union recognizes its responsibility of representing the interest of all employees of the bargaining unit without discrimination and without regard to Union membership with respect to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions which will be subject to the expressed limitations as set forth elsewhere in this agreement.

**SECTION 2.** This agreement is applicable to all nonsupervisory employees of the following organizational units less supervisors, management officials, professional employees, and employees engaged in federal personnel work in other than a purely clerical capacity.

A. All employees of Headquarters, I Corps and Fort Lewis at Fort Lewis, except for:

(1) Federal Wage System employees assigned to the Installation Maintenance Division of Directorate of Logistics;

(2) Federal Wage System employees assigned to PW (excluding Housing Div).

(3) Federal Wage System employees assigned to JTD.

B. General schedule employees at Fort Lewis assigned to the 1115<sup>th</sup> Signal Battalion.

C. All employees of the NCO Academy, Fort Lewis.

**SECTION 3.** Other units which may be granted exclusive recognition may be covered by this

agreement when mutually agreed upon by Management and the Union and placed in written form.

## **ARTICLE 2**

### **PURPOSE**

Management and the Union desire to enter into a labor-management agreement which will have as its purpose, among others, the following: (1) to promote the highest degree of morale and responsibility in the units covered by this agreement; (2) to adjust promptly all differences arising between them related to matters covered by this labor-management agreement; and (3) to promote systematic employee-management cooperation between Management and its employees.

## **ARTICLE 3**

### **PROVISIONS OF LAW AND REGULATION**

In the administration of all matters covered by this agreement, officials and employees are governed by laws, policies and regulations of appropriate authorities in existence at the time this agreement was approved and by subsequently published laws, policies and regulations of appropriate authorities.

## **ARTICLE 4**

### **RIGHTS OF MANAGEMENT**

**SECTION 1.** Management will maintain a posture of neutrality with regard to questions of membership or nonmembership of unit employees in the Union.

**SECTION 2.** Management will fulfill its obligations under E.O. 12871 with respect to negotiating 7106(b)(1) rights. These are the types, numbers and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods and means of performing work.

**SECTION 3.** Nothing in this agreement shall affect the authority of any Management official to: determine the mission, budget, organization, number of employees and internal security practices, and to hire, assign, direct, layoff and to retain employees within the units covered by this agreement, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations will be conducted; to make selections for appointments from properly ranked and certified candidates for promotion or any other appropriate sources; and to take whatever actions which may be necessary to carry out the mission during emergencies.

**SECTION 4.** When a proposed law, rule or regulation change will have an adverse impact on bargaining unit employees, Management will notify the Union of the proposal prior to implementation. If the Union does not request negotiation over such impact within 15 calendar days of receipt of such notice, then the right to so negotiate shall be deemed waived. The right of the Union to negotiate over any other alleged adverse workforce impact shall be deemed waived if such negotiations are not requested within 30 days of when the Union first became aware of the alleged impact. When such request is indicated by the Union, the parties will meet within 15 calendar days for the purpose of negotiating the impact.

## **ARTICLE 5**

### **RIGHTS OF EMPLOYEES**

**SECTION 1.** Management and the Union agree that employees shall have, and shall be protected in the exercise of the right, freely and without fear or penalty of reprisal, to form, join, and assist the Union. Nothing in the agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The freedom of such employee to assist the Union shall be recognized as extending to participation in the management of and acting for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. Management shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure the employees are apprised of the rights described in this Article and that no interference, restraint, coercion, or discrimination is practiced within the units covered by this agreement to encourage or discourage membership in the Union.

**SECTION 2.** The terms of this agreement do not preclude any employee from bringing matters of personal concern to the attention of appropriate officials or Management as provided in applicable laws and regulations.

**SECTION 3.** When Management has been notified by the process server or is otherwise aware an employee is going to be served with a subpoena, summons, complaint, or other legal process, Management will take steps to assure it will be done in a manner which causes a minimum of embarrassment to the employee being served.

**SECTION 4. A.** The Union will be given the opportunity to be represented at any examination or investigation of a unit employee by an agency management representative if:

(1) The employee reasonably believes that the examination or investigation may result in disciplinary or adverse action against the employee, AND

(2) The employee requests representation.

This right applies where an employee is being questioned or examined in connection with an investigation. It also applies when an employee is required to provide a written statement regarding an investigation. This does not apply to everyday work-related communications between supervisors and employees, nor to discussions concerning job performance.

B. The Union representative has an active role in an investigatory meeting. The Union representative may not answer for the employee; however, the representative may:

- (1) Confer privately with the employee prior to answering questions; or
- (2) Ask for clarification of questions prior to the employee responding; or
- (3) Suggest other employees who may have knowledge of the facts.

**SECTION 5.** Employees have the right to contact a Union Steward to file a grievance while in a duty status.

**SECTION 6.** Consistent with the policies and procedures of the Department of Justice, legal representation will be provided to employees facing criminal charges or civil suit based on actions occurring within the scope of their employment. As appropriate, the United States will be substituted for the employee as the defendant in civil suits. Employees retain the right to obtain their own independent legal counsel in any suit or criminal charge.

## **ARTICLE 6**

### **MATTERS APPROPRIATE FOR DISCUSSION AND NEGOTIATION**

It is agreed and understood that matters appropriate for discussion and negotiation between the parties are policies, programs, and procedures related to working conditions which are within the discretion of Management including, but not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, details, pay practices, reduction-in-force practices, and hours of work.

## **ARTICLE 7**

### **UNION REPRESENTATION**

**SECTION 1.** An adequate number of stewards will be designated by the Union to assure all employees of the unit will have reasonable access to a Steward. Normally, the Union will not appoint a Steward and Chief Steward who work for the same first line supervisor. The Union will supply Management, in writing, and on a current basis, a complete list of all elected officers, committee members, all other representatives, and all authorized Union Stewards, together with the organizational area, telephone number and location where each Steward is assigned. The Union may choose the Chief Steward in lieu of the assigned Steward. The employee may elect self-representation.

**SECTION 2.** The Steward may receive complaints and grievances of employees on government time and property. The Union Steward will discuss the matter with the respective first-level supervisor in order to inform the supervisor of the problem and to afford the supervisor an opportunity to resolve the issue. Shop Stewards in conjunction with the Chief

Steward are authorized to conclude consultations regarding implementation(s) of this agreement and other local conditions of employment.

**SECTION 3.** Should it be necessary for a Union representative or an employee to leave their work area to attempt adjustment of a grievance or to engage in discussions regarding a grievance, the Union representative or employee will request permission from his/her supervisor; state the specific location being visited with a telephone number where the Steward can be reached; and provide an estimated return time. The Union representative will have requested prior permission to meet the grievant from the grievant's supervisor. Similarly, the employee intending to visit a Union representative at the representative's work site will have requested prior permission to meet the representative from the representative's supervisor. The representative and employee will report to his/her supervisor upon return to work. Should a supervisor be unable to release a Steward or a grievant at the time requested, Management will arrange for an alternate date and time when the Steward or grievant can be released.

**SECTION 4.** Reasonable time during work hours will be granted to Union representatives and aggrieved employees for attendance at meetings with management officials. Such meetings will be held at mutually convenient times. Reasonable time will also be allowed for representatives to meet with employees to discuss grievances and other appropriate matters covered by this agreement.

**SECTION 5.** Management authorizes nonemployee Union representatives affiliated with the Union to visit the activity to carry out the functions which come within the scope of their responsibility. Such visits will be confined to those functions authorized by controlling regulations and procedures. Union representatives will schedule consultations and visits with Management in advance and during regular working hours at mutually convenient times.

**SECTION 6.** Management agrees that there will be no restraint, interference, coercion or discrimination against a Union Official or other Union representative because of performance of Union duties. However, Union Officials and other employees will not conduct internal Union business or recruiting activity during duty hours.

**SECTION 7.** Union representatives and aggrieved employees shall be permitted reasonable time while preparing for grievances and hearings.

**SECTION 8.** When work requirements necessitate the reassignment of the Union President, Vice President, Chief Steward, or Stewards from their present shift or work center, such action will be discussed with the Union. The provisions of this section do not apply in instances where the changes in shift or work center were the result of voluntary action by the respective Union representative, such as a change through promotion.

## **ARTICLE 8**

### **UNION-MANAGEMENT COOPERATION**

**SECTION 1.** A. The Union will be provided a list of names, grades and organizational assignments of all unit employees once during each calendar year.

B. Statistical information that is ordinarily generated as a result of the annual fiscal year

civilian equal opportunity employment program accomplishment report will be furnished the Union upon request.

C. The Safety Office will submit a list of the preceding month's lost time injuries to the Union as requested.

**SECTION 2.** Management agrees to include up to two Local 1504 representatives in the regularly scheduled labor meeting with members of the civilian personnel staff and other representatives. The Union may request, by submitting an agenda seven (7) days in advance, a separate meeting with Management after the regularly scheduled meeting to discuss issues of mutual concern between AFGE and Management as follows: the interpretation and application of this agreement; the interpretation and application of rules, regulations, and policies; the correction of conditions making for grievances and misunderstandings; the encouragement of good human relations in employee-management relationships; the promotion of education and training; the betterment of employee working conditions; the strengthening of employee morale, etc. However, it is agreed that the individual complaints and grievances will not be taken up during committee meetings.

**SECTION 3.** The Union supports Government sponsored charity drives. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisal will be tolerated. Confidential gifts may be made by placing contributions in sealed, unmarked envelopes.

**SECTION 4.** The Union and Management agree to cooperate in programs for the prevention, control, and correction of alcohol and drug abuse problems. The parties encourage employees to seek assistance when the employee feels the need for such assistance.

**SECTION 5.** Official correspondence marked for an individual employee will be delivered to the employee through a channel that affords the least amount of viewing by fellow employees.

**SECTION 6.** Parties agree to actively support programs for hiring disabled persons and to work toward eradicating physical barriers to such employees.

**SECTION 7.** The Union will be informed when employees are to be contacted and are to participate in a survey that deals with conditions of employment.

## ARTICLE 9

### DISCIPLINARY AND ADVERSE ACTIONS

**SECTION 1.** Disciplinary actions. Disciplinary actions (letters of reprimand and suspensions of 14 days or less taken against career or career conditional employees not serving a probationary or trial period) will only be taken for just cause and for the efficiency of the activity.

A. Reprimands. Prior to issuance of a letter of reprimand, employees will be advised that a

letter of reprimand is under consideration, that a meeting will be held to afford the employee an opportunity to explain the basis for his/her action(s) and the employee has the right to be represented by a Union representative or other representative as desired. If the employee is subsequently issued a letter of reprimand, it may be grieved in accordance with the grievance procedure at Article 20.

B. Suspensions of 14 days or less. Employees will be given a notice of proposed suspension and an opportunity to reply to the charge(s) orally and in writing using the assistance of a Union or other representative as desired. The employee will be furnished a letter of decision. If the suspension is effected, it may be grieved in accordance with the grievance procedure at Article 20.

C. Records which Management has relied upon to support a disciplinary action shall be made available for the Union's use provided the employee has designated the Union as their personal representative.

D. Letters of decision in cases involving suspension will be delivered at least one (1) calendar day prior to the effective date of the suspension.

E. The Union will be given the opportunity to be represented at any examination (oral examination or written statement) of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary or adverse action against the employee and the employee requests representation. This right applies only where an employee is being questioned or examined in connection with an investigation and does not apply to everyday work-related communications between supervisors and employees, nor to discussions concerning job performance. If a Union representative is present, the employee will be permitted to consult with the representative, however, the representative is not entitled to answer on behalf of the employee.

## **SECTION 2. Adverse actions.**

A. Adverse actions are defined as suspensions for more than 14 days, removal, reduction in grade or pay of an employee not covered by 5 USC 5366 saved grade and pay provisions, and furlough for 30 days or less taken against career or career conditional employees not serving a probationary or trial period. Actions excluded from 5 CFR 752 are also excluded under this agreement.

B. In cases of adverse action, career and career conditional employees not serving a probationary period will be given an advance notice of proposed action, an opportunity to reply to the charge(s) orally and in writing using the assistance of a Union representative as desired. Employees will be furnished a letter of decision. If after a letter of decision is received, a nonprobationary career or career-conditional employee alleges that the charges are untrue, the facts misrepresented or the penalty too severe, then the decision may be grieved at step 3 of the grievance procedure or appealed in accordance with Merit System Protection Board procedures, but not both. For the purposes of this Article and pursuant to Section 7121(d) of Title 5, US Code, an employee shall be deemed to have exercised the option of choice at such time as the employee:

1. Files a timely notice of appeal under the Merit Systems Protection Board appellate

procedure, or

2. Files a grievance by submitting such written grievance at Step 3.

### **SECTION 3.** Counseling

**SECTION 3A.** In general, the intent of a counseling session is to discuss objectives/responsibilities for the rating period, assess job performance, correct conduct/behavior, and plan for future experiences. Occasionally, it may be necessary to call to an employee's attention certain matters or issues that may be interfering with successful job performance or employee conduct. Counseling sessions will be done in private to set the proper tone and as a method to focus attention upon the issues at hand. On-the-spot corrections (not counseling) may be necessary to prevent injury or to provide appropriate customer service. Counseling of an employee about performance or conduct is usually a matter between a supervisor and an employee. If more than one management representative is present, the employee may request the presence of a union representative.

**SECTION 38.** In both performance and conduct counseling, management normally will informally (verbally) counsel an employee on an issue. If informal counseling doesn't have the necessary affect to improve performance or correct conduct, Management normally will formally counsel an individual on the issues. Again if such efforts fail, Management normally will start progressive discipline for conduct-related issues or issue a Performance Improvement Plan (PIP) for performance issues. Any supporting documentation regarding adverse performance or conduct will be shown to the employee when the employee is counseled regarding the issue. The employee will be provided a copy upon request. The employee will be directed to initial the counseling statement; however, initialing the counseling will not mean that the employee agrees with the accuracy of the counseling. Disagreement over any counseling or documentation may be grieved under the provisions of Article 20 of this agreement.

## **ARTICLE 10**

### **HOURS OF WORK**

**SECTION 1.** The weekly and daily work schedule will be accomplished in accordance with 5 CFR 610, this collective bargaining agreement and other appropriate regulations. This section pertains to regular tours of duty (8-hour day, 5-day week tours) and not to Alternate Work Schedules (Flexible and Compressed Work Schedules). Tours of duty will not be changed with less than two week's notice except when Management determines the organization would be seriously handicapped in carrying out its functions or that costs would be otherwise substantially increased. The following general rules apply:

A. Assignments to tours of duty are scheduled in advance of the administrative workweek over periods of not less than two (2) weeks.

B. The basic 40-hour workweek is scheduled on five (5) days, Monday through Friday when possible, and the two (2) days outside the basic workweek are consecutive.

C. The working hours in each day in the basic workweek are the same.

D. The basic nonovertime workday may not exceed eight (8) hours.

E. The occurrence of holidays may not affect the designation of the basic workweek.

F. Breaks in working hours of more than one (1) hour may not be scheduled in a basic workday.

G. Management will provide the Union with reasons for changes to scheduled tours of duty or hours of work when such changes are not the result of workload considerations and when the changes affect three (3) or more employees. Union notification is not required in those areas where tours of duty are routinely changed.

H. When employees are required to work on their holiday they will be notified as soon as the requirement is known.

**SECTION 2.** Full-time employees shall have their tours of duty arranged to allow each employee two (2) consecutive days off. When such tours cannot be so arranged, reasons will be given to the Union when requested.

**SECTION 3.** Where tours of duty are normally rotated, work schedules will be posted covering a period of four (4) weeks duration.

**SECTION 4.** Individual temporary changes in the tour of duty schedule will be in compliance with applicable laws and regulations and the employee will be advised of the change when the requirement for change is known. The employee will be informed of the new hours of the tour and the reason(s) for the change.

**SECTION 5.** Insofar as practicable, temporary changes in tours of duty will be equally distributed among the available employees of the organization whose job description and qualifications are primarily the same. Any complaint or disagreement on temporary tour of duty changes may be grieved under the negotiated grievance procedure. A roster and record of employees involved in changes of tours shall be maintained by Management and can be reviewed by the Steward.

**SECTION 6.** Management will, where necessary, determine and allot a reasonable amount of time for change of clothes, cleanup, and storage of work tools and equipment. No across-the-board cleanup time will be established. In those instances where it has been clearly established that cleanup is required, ten (10) minutes is normally considered reasonable time; however, time required and allowed may vary depending on work areas and conditions. Individual situations are subject to consultation between Union and Management.

**SECTION 7.** Rest periods not to exceed fifteen (15) minutes during each four (4) hours worked will be granted.

**SECTION 8.** Management agrees that, except in case of emergency, no officer or Shop Steward will be transferred from one work shift to another, or will they, except in case of emergency, be detailed from their section to another for other than short periods during their terms of office without prior notification to the Union.

**SECTION 9.** The current policy of the Department of Army to schedule training classes and

conferences in such a manner so that, insofar as practical, travel will be required during basic workweek will be followed to the maximum extent possible. Employees required to travel outside their basic workweek will be compensated strictly in accordance with appropriate governing rules and regulations.

**SECTION 10.** The parties agree that by mutual agreement the provisions of this Article may be waived to permit establishment of alternate work schedules in specific organizational units. Alternative work schedules currently in existence will remain under

the provisions of the agreement creating the AWS. Future requests for AWS will be negotiated between the parties.

## **ARTICLE 11**

### **OVERTIME**

**SECTION 1.** Overtime assignments will be distributed and rotated equitably among qualified employees in the immediate organizational unit in which the overtime is to be worked in accordance with the employee's particular skills. Management will maintain suitable records of overtime worked and refused, and these records will be made available for review by Stewards. If an employee is offered overtime and refuses it, this will be considered as overtime worked for purposes of distributing future overtime assignments.

**SECTION 2.** Management reserves the right to assign overtime. Normally, an employee will be given a minimum of eight (8) working hours notice prior to requirement for working overtime. If this is impractical, the employee, upon request, will be given specific reason overtime is required. Further, the assignment of overtime will be based on mission and workload requirements and on factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. Individual employees will not be required to work overtime against their expressed desire so long as full requirements can reasonably be met by other employees willing to work. When overtime is to be performed on a holiday, two (2) days advance notice will be given to employees affected where possible.

**SECTION 3.** Employees who work overtime shall be allowed a ten (10) minute break at the conclusion of the normal shift when the overtime to be worked will be at least two (2) hours. If the overtime is more than two (2) hours, an additional fifteen (15) minute break will be allowed during each four (4) hours worked. The timing of the break, when an employee works four (4) hours overtime, will be between the second and third hours. To the maximum extent possible Management agrees to provide food service at the employee's expense or to allow the employee to use their personal time to acquire food, depending upon location and conditions prevailing for employees working overtime. It is understood that meal periods are not to be considered as duty time.

**SECTION 4.** Employees either in training or on details within the confines of Fort Lewis shall be considered for overtime in their section subject to provisions of Sections 1 and 3 above.

**SECTION 5.** Employees called to work outside of and unconnected with their basic workweek will be paid a minimum of two (2) hours pay, regardless of whether the employee is required to

work the entire two (2) hours. The parties agree this provision does not apply if the employee works overtime after their normal eight (8) hour shift.

**SECTION 6.** When an employee is not properly relieved at the end of eight (8) hours tour of duty, he/she is to be paid in accordance with applicable regulations.

**SECTION 7.** Management will not suffer or permit employees covered by the FLSA to work without proper compensation under appropriate laws and regulations and this negotiated agreement. Where compensatory time is used in lieu of monetary compensation, it will be accrued and used in accordance with appropriate governing regulations.

**SECTION 8.** The parties agree that by mutual agreement the provisions of this Article may be waived to permit establishment of alternate work schedules in specific organizations.

**SECTION 9: Compensatory Time.** If requested by the employee (either GS or WG), Management may grant an employee compensatory time off in lieu of overtime pay for an equal amount of time spent in irregular or occasional overtime work. The exception to this is that Management may require an exempt GS employee whose salary is greater than a GS-10/10 to work compensatory time. Management should normally charge accumulated compensatory leave prior to granting annual leave, except for the last 5 pay periods of the leave year. Use or Lose Annual Leave should be granted during these last 5 pay periods prior to charging compensatory time. Compensatory time shall be recorded on an employee's time and attendance report and must be used within 26 pay periods or it will be converted to overtime and paid in accordance with existing regulations.

## ARTICLE 12

### PUBLICITY

**SECTION 1.** Sufficient bulletin boards or bulletin board space will be provided in appropriate work areas for the display of Union literature, correspondence, and notices. The Union is fully and solely responsible for the posted material in terms of accuracy and adherence to ethical standards.

**SECTION 2.** Management agrees to publish in the Civilian Personnel Bulletin a description of the bargaining unit and the names of Union Officers and Stewards on an annual basis.

**SECTION 3.** Management agrees to permit distribution of Union literature to all employees in the units recognized by this agreement, during nonwork hours, provided that they: (1) are properly identified as material sponsored by the Union; (2) contain nothing that would identify them as official Management material or imply that they are sponsored or endorsed by Management; (3) are limited to matters of direct concern to employees in relation to the Union or Management; and (4) contain material that is in good taste, proper decorum, and is not prejudicial to Management.

**SECTION 4.** Management will provide the Union President 500 hard copy and 1 electronic copy of the completed agreement.

**SECTION 5.** A one-page handout (flyer) will be jointly developed describing the Union, defining the bargaining unit, and providing POCs for additional information. These flyers will be placed in the in-processing packets for the new hires of the bargaining unit.

**SECTION 6.** Management agrees to publish in the unofficial section of the Daily Bulletin, upon request of Local 1504, the notice of its monthly meeting.

## **ARTICLE 13**

### **EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 1:** Management and the Union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit employment discrimination because of age, sex, race, religion, color, disability, national origin or reprisal, and to promote the full realization of equal employment opportunity through a positive and continuing effort. Promotion of the EEO program will be a subject of discussion at labor-management committee meetings.

**SECTION 2:** It is agreed between the parties that in the policies and practices of the Union there shall continue to be no discrimination against any employee because of age, sex, race, religion, color, disability, national origin or reprisal. The Union invites all employees to share in the full benefits of Union membership and organization.

## **ARTICLE 14**

### **LEAVE**

**SECTION 1. A.** Management will solicit requests for vacations at the beginning of each calendar year. Leave will be scheduled in a manner to prevent a buildup of unused leave at the end of a calendar year. No employee will be allowed to take annual leave on both Christmas Day and New Years day if the request conflicts with another employee's request; when a conflict does exist, the request will be granted for only one of those holidays for an individual employee. Leave schedules will be posted in appropriate places. For instances of annual leave of five (5) days or more, leave will be granted on a seniority basis when more than one (1) employee in the same work center requests the same dates of leave. Seniority will be determined by service computation date. Disputes over leave with employees having like service computation dates will be resolved by the supervisor.

**B.** Otherwise, leave request conflicts will be settled by granting leave to the first person who requested it for the period in question. Management should notify the employee of approval or disapproval of the leave request as soon as possible after receiving the request, but in all cases within a reasonable time prior to the start of the requested leave. When an employee transfers work centers after leave schedules have been made, that employee will have priority consideration for future open leave dates within the current leave year based on his/her seniority.

**SECTION 2.** Every reasonable attempt consistent with the workload will be made to satisfy the

desires of the employees with respect to the approving of extended annual leave for special vacations.

**SECTION 3.** Employees returning from approved leave without pay will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable statutes and regulations.

**SECTION 4.** The Union, as well as Management, encourages formalized education and training of employees when the completion of same is contributory to the best interest of the Federal Government. As provided for in existing regulations, the granting of extended leave without pay is a proper action enabling an employee to complete training or education which is of mutual benefit to the employee and Management.

**SECTION 5.** Management agrees to grant up to 385 hours of excused absence to Union Officials and Stewards for Union-sponsored training seminars within a calendar year. The Union will present a detailed agenda four (4) weeks in advance of the training sessions when requesting leave under this Article. Management and Union agree that this administrative absence must be based on a determination by Management in each case that the subject matter is within the scope of labor-management relations and of a mutual concern. There must be a finding that the Government will derive benefit or that the Government's interest will be served by the employee's attendance.

**SECTION 6.** If Management suspects an employee may be abusing his/her sick leave, the employee may be counseled on the suspected sick leave abuse. Although Management has the right to require an employee to furnish a medical certificate any time there is a question concerning the appropriate use of sick leave, Management may choose to counsel the employee prior to imposing the requirement for medical documentation. The employee may be provided a reasonable period of time after the counseling to improve. If the problem is not corrected in a reasonable period of time, the supervisor may advise the employee by letter that, henceforth, a medical certificate will be required to support any future grant of sick leave regardless of duration. This letter of requirement will remain in effect for a period of six months. At the end of the six-month period Management will remove the letter of requirement if there is no further instance of suspected abuse. If there is an incident of abuse within the six-month period

after the letter of requirement is removed, then the requirement for a medical certificate may be re-issued for a term of up to one year.

**SECTION 7.** Employees who, because of illness, are properly released from duty by direction of the Occupational Health Office shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty.

**SECTION 8.** Advanced sick leave up to thirty (30) days may be granted subject to the following conditions: (1) the application for leave (standard form 71) is supported by a medical certificate containing a clear and comprehensive explanation of the illness and that the employee will be able to return to full job performance on or about a specific date; (2) the circumstances are such that repayment to Management of the advanced leave can reasonably be expected; and (3) all sick leave and use or lose annual leave of the employee must be used and the employee's sick leave record does not indicate a misuse or abuse of sick leave.

**SECTION 9.** This section applies to employees returning from advanced sick leave. Management will make a reasonable effort to provide light duty for employees recuperating from any accident or illness, when such duty is prescribed by a physician and the employee can be expected to return to full performance within a reasonable length of time.

**SECTION 10.** Unless there are 24-hour operations, employees in need of unscheduled annual or sick leave will request the leave within the first two hours of their starting time from those persons designated by Management to approve leave. The employee will explain the necessity for the leave and how he/she can be contacted. Where there are 24-hour operations, employees will call in requesting unscheduled annual or sick leave at least an hour prior to the beginning of their shift.

**SECTION 11.** An employee is entitled to time off at full pay for certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces. Any full-time Federal civilian employee whose appointment is not limited to 1 year is entitled to military leave. Military leave under 5 USC 6323(a) is prorated for part-time career employees. 5 USC 6323 (a) provides 15 calendar days per fiscal year for active duty, active duty training, and inactive duty training. An employee can carry over a maximum of 15 days into the next fiscal year. An employee may also use annual leave and/or LWOP for additional periods of military duty when the military leave entitlement is exhausted.

## **ARTICLE 15**

### **ASSIGNMENT OF WORK**

**SECTION 1.** Employees will be furnished a copy of their job descriptions initially and as changes are made. Management retains the right in accordance with applicable laws and regulations to assign work; however, this does not limit the employee's right to express dissatisfaction concerning procedures employed by Management. This does not relieve Management from meeting its responsibility of consulting/negotiating the impact on assignments of work in accordance with the labor law as interpreted by appropriate authority.

**SECTION 2:** In conjunction with the annual appraisal, Management should discuss the accuracy of an employee's job description with the employee. In addition, if assigned duties are changed for more than 30 days, then management will take action to either permanently change the job description or to temporarily promote or detail, whichever is appropriate, the employee if the change is temporary in nature. Employees have the right to grieve misassignment if the major duties reflected in their job descriptions are inaccurate for more than 30 days.

## **ARTICLE 16**

### **INTERNAL RECRUITMENT AND PLACEMENT PLAN**

**SECTION 1.** Disputes concerning the separately negotiated internal recruitment and placement plan may be processed under Article 20 of this agreement.

**SECTION 2.** Employees are encouraged to submit updated resumes to keep the RESUMIX

system current for the purpose of being properly considered for any position.

## **ARTICLE 17**

### **TRAINING**

**SECTION 1.** The parties agree and recognize that the training and development of employees is important for efficient operations. The choice of subject matter, areas for training, selections and assignment of training priorities and the selection of employees to be trained is a Management function. It is also the responsibility of Management to encourage learning, provide on-the-job training and off-the-job assistance for work-related training within available resources to develop skills. Employees will be made aware of training opportunities.

**SECTION 2.** When details or temporary promotions are utilized for the purpose of training employees for potential permanent promotions, the selection for such details or temporary promotions will be in accordance with the internal recruitment and placement plan.

**SECTION 3.** When changes in functions, organization, and mission occur, Management will exert every reasonable effort to provide retraining of those employees involved. Maximum use will be made of the authority to waive qualification requirements in cases of reduction-in-force and to give positive consideration to engaging in training agreements with the Office of Personnel Management in order to place employees in lines of work where their services can be utilized.

**SECTION 4.** In the event of a reduction-in-force, Management will, in addition to establishing required out-placement programs to help affected employees to locate other jobs, obtain information from the local state Employment Security Agency on any benefits that may be available to the affected employees.

**SECTION 5.** Management will conduct an annual inventory of training and development needs of personnel under their immediate supervision. The inventory will project training requirements for the ensuing year and the information included will be discussed with the employees concerned.

**SECTION 6.** Management understands the Union's concern and desire to be informed as rapidly and as far in advance as possible, regarding all matters which might have an adverse effect on the workforce in accordance with Article 4, Sections 2 and 4. Management further agrees to give as much advance notice to the Union as feasible and possible regarding change in work processes which would require additional training or changes in work assignments, installation of new equipment or machinery, and other matters which could have an adverse impact on the work force.

**SECTION 7.** When Management offers training that is of mutual benefit to both Management and the Union, the Union will be allowed to request Union representatives be permitted to attend such training.

## ARTICLE 18

### HEALTH AND SAFETY

**SECTION 1.** Management will strive to provide and maintain safe working and health conditions for employees. The Union will cooperate to that end and will encourage all employees to observe proper safety methods and precautions in performing their duties, and promptly report those conditions considered to be unsafe and safety rule violations to their first-line supervisor.

**SECTION 2.** A. The maintenance of a sound health and safety program is the mutual concern of Management and the Union. Management will solicit and consider suggestions from employees and the Union on ways and means of improving safety and health conditions. In each major unit in which safety committees are established, the Union will be afforded the opportunity of representation.

B. When a Union member of a safety committee has reason to believe that a safety or health hazard exists in his area of responsibility, he will immediately call it to the attention of the supervisor in the area where the hazard exists. If the problem is not resolved, the Union representative may direct the problem to the Union President. The Union President may notify the Safety Officer of the alleged unsafe condition or hazard. A meeting between the Union and the Safety Official will be called for the purpose of attempting to resolve the issue when other avenues have failed to resolve the issue.

**SECTION 3.** All members of the safety committee shall be afforded time off from regular duty without loss of pay or charge to annual leave for the purpose of attending meetings or performing other pertinent functions as prescribed by the safety committee chairman.

**SECTION 4.** Occupational health objectives are: (1) assuring that all employees are physically, mentally, and psychologically suited to their work and that their physical and mental health and well-being are maintained during employment; (2) determining that the work environment is safe, hygienic, and wholesome; and (3) reducing the economic loss occasioned by physical inefficiency, sickness and injury.

**SECTION 5.** Management agrees to make a reasonable effort to provide appropriate protective equipment and properly fitting protective clothing as required by applicable regulations. Employees are required to properly use such items when provided. The parties recognize that funding constraints may delay acquisition of required items or may preclude immediate correction of specific deficiencies. If funding is not available, Management will initiate action to higher headquarters requesting such funds.

**SECTION 6.** If consistent with the Privacy Act and OSHA, Management agrees the Union can review all reports concerning investigation of disabling work injuries and deaths of unit employees.

**SECTION 7.** Damage to personal property in line of duty. Employees who suffer loss or damage to eyeglasses and authorized personal property in the line of duty will submit a claim to the appropriate claims authority.

**SECTION 8.** Management agrees to notify the Union in advance of establishing the details of

any physical fitness program or standards and to discuss these standards with the Union.

**SECTION 9.** Employees will be paid hazardous/environmental pay in accordance with 5 CFR 550, Subpart I and other appropriate authority.

**SECTION 10.** When a determination is made that an employee injured on the job requires transportation to an appropriate medical facility, the transportation will be furnished at no cost to the employee.

**SECTION 11.** Management agrees to negotiate, in accordance with the federal service labor-management relations statute, prior to the implementation of any drug testing policy imposed by appropriate authority.

**SECTION 12.** If employees feel their job requirements expose them to hazardous conditions beyond those that have been practically eliminated by appropriate safeguards, the employees may report such conditions to the appropriate Management official. The Management official will take the necessary steps to promptly investigate the condition.

## **ARTICLE 19**

### **INCENTIVE AWARDS**

**SECTION 1.** The Union will endorse Management's efforts to insure a well managed Army Suggestion Program and an effective Incentive Awards Program by encouraging all employees in the unit to perform at their highest level and to submit ideas for improvements.

**SECTION 2.** The Union and Management agree that all employees in the unit shall be encouraged to participate in the Army Suggestion Program. Any employee within the unit may submit a suggestion on any method, procedures, new idea, revision of an old idea, or any other valid subject for suggestion. Suggestions may be submitted to the Deputy Chief of Staff for Resource Management (DCSRM). If an employee encounters unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted suggestion, he should contact the suggestion coordinator.

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

**SECTION 1.** This procedure is the sole procedure for a unit employee, the Union or Management to grieve. This procedure covers any condition of employment except where specifically excluded by this agreement, law, or regulation from an appropriate authority.

**SECTION 2.** The following issues are not covered by this grievance procedure:

A. Interpretation and content of any agency regulation, (e.g., DA, MEDCOM, FORSCOM) provisions of law or regulations outside I Corps and Fort Lewis, 1115th Signal Battalion, and

the NCO Academy, Fort Lewis. See Section 10.

B. Nonselection for promotion from a group of properly ranked and certified candidates.

C. Resignation after the effective date unless coercion is alleged. Termination or removal of temporary employees. Termination of temporary promotion because of completion of promotion period. Termination and removal of probationary employees. Termination or removal of an employee who has not completed one (1) year of current continuous employment under other than a temporary appointment limited to (1) one year or less (e.g., those serving under excepted appointments such as veterans readjustment act employees).

D. Notices of proposed action.

E. Nonadoption of a suggestion or failure to receive a discretionary award for performance.

F. Any claimed violation of public law 95-454 relating to prohibited political activities.

G. Retirement, life insurance, or health insurance.

H. A suspension or removal for national security reasons.

I. Any examination, certification, or appointment.

J. Classification of any position which does not result in the reduction in grade or pay of an employee.

**NOTE:** Employees have the right to choose between this negotiated grievance procedure and the EEO complaint procedure over a claimed discriminatory issue or incident, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee files a timely grievance under the provisions of this Article or files a formal complaint under the EEO procedure.

**SECTION 3.** All grievances must be submitted on a grievance form provided by the Union. As a minimum, the form will contain:

A. Name, work location, and phone number of the grievant.

B. Name, work location, and phone number of the representative if representation is requested.

C. The specific article and section of the collective bargaining agreement, regulation, or condition of employment that is alleged to have been violated.

D. The desired resolution to the grievance which must be personal to the employee in an employee grievance.

**SECTION 4.** Time limits. To be processed, any grievance must be presented within fifteen (15) calendar days from the occurrence of the matter out of which the grievance arose; or within fifteen (15) calendar days the grievant became aware of, or should reasonably have been aware of being grieved. Any time limit in this procedure may be extended by mutual consent.

**SECTION 5.** Processing time frames. Failure of Management or the Union to answer written grievances is a violation of this agreement. Such failure shall permit the grievant or designated representative to refer the grievance to the next step. Failure of a grievant or designated representative to meet established time frames shall result in termination of the grievance.

**SECTION 6.** Representation. Only the Union has the right to represent employees utilizing this procedure. However, an employee may choose self-representation. The Union will be afforded the right to be present at any meeting between the non-represented employee and Management. Step one grievances will be processed by a Steward. Union representation at Step Two and Step Three grievances will be determined by the Union President.

**SECTION 7.** Union representatives. Union representatives will not be hindered in any way in the performance of their responsibility to receive, investigate, present and adjust grievances as provided for in this agreement.

**SECTION 8.** Resignation of grievant. If an employee voluntarily resigns from employment with the Federal service while a grievance is being processed, action will be stopped on the grievance without a decision being issued unless compensation is involved.

**SECTION 9.** Grievability/arbitrability. In the event either party declares a grievance non-grievable or non-arbitrable, the original grievance will be considered amended to include this issue. Disputes of grievability/ arbitrability will be referred to arbitration as a threshold issue in the related grievance.

**SECTION 10.** Interpretation of regulations. Should a grievant question the interpretation of a regulation, the grievance will be processed through step 2 and will be delayed until the questioned policy has been interpreted by the proponent of the regulation. The Management and Union positions will be jointly forwarded to the proponent. The decision of the proponent as to the interpretation will be final and not subject to further review under the grievance procedure. The grievance may proceed to Step 3 if there continues to be a dispute as to the application of the regulation.

**SECTION 11.** Witnesses and records. At Steps 1 and 2 of the grievance procedure, either party may call witnesses. Witnesses shall suffer no loss of pay for serving as a witness. If it is not practical to require the presence of a witness during a grievance proceeding, testimony will be obtained by affidavit or deposition. Management agrees, upon written request, to provide pertinent records pertaining to the grievance provided such requests do not violate laws or regulations from an appropriate authority.

**SECTION 12.** Management initiated grievances. Management initiated grievances will be filed with the President of the Union. A meeting will be held within ten (10) calendar days of receipt of the grievance. All evidence will be submitted at the meeting through documents, witnesses, etc. The Union's written decision will be given within ten (10) calendar days after the meeting. Should the decision result in a resolution of the grievance, it shall be reduced to writing and signed by the parties. In the event no resolution is reached, the issue may be advanced to arbitration in accordance with Article 21.

**SECTION 13.** Union initiated grievances. Union initiated grievances will be filed with the Commander, (ATTN: Civilian Personnel Officer) of the bargaining unit from which the grievance arose. A meeting will be held within ten (10) calendar days of receipt of the

grievance. All evidence will be submitted at this meeting through documents, witnesses, etc. A written decision will be given within ten (10) calendar days after the meeting. Should the decision result in a resolution of the grievance, it will be reduced to writing and signed by the parties. In the event no resolution is reached, the issue may be advanced to arbitration in accordance with Article 21.

**SECTION 14.** Grievance steps. The following steps will be followed in processing employee grievances except for: (1) grievances involving reprimands will be initiated at Step 2 of this procedure; (2) Grievances over other disciplinary and adverse actions will be initiated at Step 3 of this procedure; and (3) reduction-in-force grievances will be initiated at Step 3 of this procedure.

### **STEP 1**

The grievance will be submitted to the first line supervisor or the lowest level of Management with authority to resolve the grievance. A meeting will be held within seven (7) calendar days of receipt of the grievance. All evidence will be submitted at this time in an attempt to resolve the issue. Management will issue a written decision within seven (7) calendar days after the conclusion of the meeting. Should the decision result in a resolution, it will be reduced to writing and be signed by the parties. In the event no resolution is reached, the grievance may be advanced to Step 2 within seven (7) calendar days after receipt of the written decision. Management will notify the grievant and representative, if any, of the name of the Step 2 official.

### **STEP 2**

A meeting will be held within ten (10) calendar days of receipt of the grievance. All evidence will be submitted in an attempt to resolve the issue. Management will issue a written decision within ten (10) calendar days after conclusion of the meeting. Should the decision result in a resolution, it will be reduced to writing and signed by the parties. In the event no resolution is reached, the grievance may be advanced to Step 3 of the procedure within ten (10) calendar days after receipt of the written decision.

### **STEP 3**

All evidence presented at Step 1 and Step 2 of the grievance procedure will be submitted in writing to the Garrison Commander or his designee, (ATTN: Civilian Personnel Officer), of the bargaining unit where the grievance arose. The third step official may give a written decision based on the written submittal, or call a meeting of the parties in an attempt to resolve the issue. In the event that new evidence is to be submitted at Step 3 by either party, it will be done at a meeting between the parties with opportunity for rebuttal by the opposing party. In any event, a written decision will be given within ten (10) calendar days after receipt of the written submittal; or ten (10) calendar days after the conclusion of the meeting between the parties. If a meeting is to be scheduled, it will be scheduled to take place within ten (10) calendar days after receipt of the grievance. Should the written decision result in a resolution, it will be reduced to writing and signed by the parties. In the event no resolution is reached, the grievance may be advanced to arbitration in accordance with Article 21.

## ARTICLE 21

### ARBITRATION

**SECTION 1. A.** If Management and the Union fail to settle any grievance processed through the negotiated grievance procedures, the Union (or Management in case of a Management initiated grievance) may advance such grievance to arbitration. The Union will notify Management in writing of the request for arbitration. The parties will meet within 10 days of the request to make every reasonable attempt to agree upon an arbitrator.

B. If the parties cannot agree on an arbitrator, the Union (or Management in case of a Management initiated grievance) will request a list of 11 arbitrators from the Federal Mediation and Conciliation Service (FMCS), Washington, D.C. The requesting party will pay FMCS the fee for obtaining a list of arbitrators. A copy of the request will be furnished to the other (respondent) party and request FMCS furnish a copy of the list to each party.

C. If a listing is requested, the parties shall meet within five (5) work days after receipt of such list to select the arbitrator. If the parties cannot agree on the selection of an arbitrator from the list, they shall alternately strike a name from the list until one name remains. Such name shall be the duly selected arbitrator for the instant case. The last four names struck will be prioritized by order of when struck for the next four arbitrations for this bargaining unit (example: last name struck will be #2, second to last name struck will be #3, etc.) The first strike shall be determined by the toss of a coin.

**SECTION 2.** The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the cases in the event: (1) either party refuses to participate in the selection of an arbitrator or; (2) upon inaction or undue delay on the part of either party to participate in making a selection.

**SECTION 3.** If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

**SECTION 4.** Except for the FMCS arbitrator's list fee (see Section 1B above) the arbitrator's fee and expenses, if any, shall be borne equally by Management and the Union. The arbitration hearing will be held, if possible, on Management's premises during the regular day shift hours of the basic workweek. All employee witnesses who are in a work status will be excused from duty without charge to annual leave while participating in the arbitration proceedings.

**SECTION 5.** The arbitrator will be requested to render a decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

**SECTION 6.** It is agreed that arbitration as provided herein is binding to both parties. Either the Union or Management may file exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA) under the regulations prescribed by the FLRA. When the grievance is initiated by an employee in the unit, arbitration shall be invoked only with the approval of the Union.

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

**SECTION 8.** Arbitration under this Article will be conducted as oral proceedings with no verbatim transcript. A verbatim transcript of the arbitration hearing may be requested by either party; however, the party requesting the transcript will bear the expense for the transcript. If both parties request a transcript, the expense will be equally borne by the parties.

**SECTION 9.** Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

**SECTION 10.** Failure of the party requesting arbitration to meet any of the time limits of this Article will result in termination of the arbitration request. Time limit extensions may be made by agreement from both parties.

**SECTION 11.** The arbitrator has full authority to award attorney fees in accordance with the standards of the Civil Service Reform Act.

## ARTICLE 22

### IMPASSES IN NEGOTIATIONS

**SECTION 1.** When, subsequent to the approval of the basic agreement it becomes necessary for either Management or the Union to reopen or to amend said agreement or to enter into supplements to this agreement, as provided for in Article 24 hereto, and an impasse has been reached, the item or items shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall once more diligently attempt to resolve any existing impasse items.

**SECTION 2.** Either party may request the assistance of the Federal Mediation and Conciliation Service. The mediator shall be the sole judge of the procedures to be followed in attempting to resolve the issue(s) while the mediator's assistance is being utilized by the parties.

**SECTION 3.** The mediation procedures described above shall not preclude the parties from agreeing on any issue or from entering into complete agreement without the assistance of the mediator.

**SECTION 4.** When the assistance of a Federal mediator fails to resolve any impasse issue(s), either party may submit such unresolved issue(s) to the Federal Service Impasse Panel for final determination.

**SECTION 5.** By mutual agreement of the parties hereto, the time limits implicit in the impasse process may be extended.

## ARTICLE 23

### USE OF OFFICIAL FACILITIES

**SECTION 1.** A. Management agrees to allow the Union the use of Building 8812 on Fort Lewis for the sole purpose of conducting official Union representational duties prescribed by law, regulations and the negotiated agreement.

B. The parties agree that the Union will vacate this building when the Commander at his discretion gives thirty (30) days advance written notice to vacate said building. The Commander's notice is not subject to negotiation, grievance, or arbitration, but Management agrees to make a reasonable effort to locate and offer other space that is more centrally located near the majority of the bargaining unit employees.

C. Management agrees to provide exterior maintenance and interior mechanical repair and maintenance. The Union agrees to supply interior maintenance (i.e., painting, light bulb replacement, floor care and maintenance). The Union further agrees not to make any interior structural changes without prior written approval of PW. The Union agrees to pay for any approved changes. Any exterior sign must be in conformance with governing sign regulation and must be approved by PW.

D. Except as mutually agreed by the parties, the Union shall not lease or sublease, loan or assign use of the space to any other organization, party, or individual. In addition, the Union agrees to assume liability and hold Management harmless for any and all claims arising from the Union's use of said building and space. The Union agrees to abide by all Army and Post Regulations in the use of the facilities.

E. The parties agree and understand that where the Union does not comply with the terms and conditions of this agreement the space will be subject to forfeiture.

**SECTION 2.** Management agrees to provide space, as available, during duty hours for use by a Union representative when designated as the employee's representative by the employee or employees involved to interview employees in connection with the preparation of grievances and adverse action appeals.

**SECTION 3.** Requests for use of facilities will be made in advance to the Civilian Personnel Officer and will indicate the date, time, and general purpose of the meeting and facilities needed.

**SECTION 4.** The Union may conduct membership drives within work centers where AFGE is the exclusive representative. Such drives may be conducted only during the nonduty hours of the employees and Union representatives. The work center must

be provided two days advance notice and the membership drive will be conducted in a manner to not interfere with employees who are working.

## ARTICLE 24

## **DURATION OF AGREEMENT AND RENEGOTIATION**

**SECTION 1.** A. This agreement shall remain in effect for three (3) years from either the date of approval or thirty-one (31) days from the date of execution, whichever comes first.

B. Either party may request one modification during the second year of the agreement. The modification may only consist of a change or addition to three articles or the addition of three (3) new articles.

**SECTION 2.** By mutual consent of both parties, this agreement may be opened for amendment or added to by supplemental agreement. Any request for such amendment or supplemental agreements shall be in writing and must be accomplished by a summary of the amendments or supplement of the agreement proposed. Representatives of Management and the Union will meet to negotiate the matter as expeditiously as possible but in no case later than thirty (30) days from the date of receipt of the proposal. No changes other than those proposed will be considered. Amendments or supplemental agreements shall be evidenced in writing, duly executed by both parties and submitted for approval by appropriate authority.

**SECTION 3.** Amendments or supplements to this agreement may be required because of changes made by law, Executive Order or Office of Personnel Management issuances. In such cases the parties will meet, within 15 calendar days after notification that such changes are required, for the purposes of negotiating language that will meet the requirement(s) of such laws, Executive Orders or Office of Personnel Management policy. The parties may extend the above time frames by mutual agreement.

## **ARTICLE 25**

### **JOB CLASSIFICATION**

**SECTION 1.** The employee shall be provided written notice of the implementation of a classification action which entitles the employee to retained grade or pay. The employee has the right to file a classification appeal. If the employee elects to be represented by the Union it is incumbent upon him/her to forward all correspondence addressed to him/her to the Union representative. Where an employee is entitled to retained grade and pay, the employee may not appeal under 5 CFR 752, adverse action procedures or under the negotiated grievance/arbitration procedures.

**SECTION 2.** Filing a classification appeal does not deprive the employee of his/her right to appeal/grieve any related adverse action through appropriate procedure.

## **ARTICLE 26**

### **DUES WITHHOLDING**

**SECTION 1.** Parties agree to the following procedures to make voluntary allotments for payment of employee organization dues.

A. An eligible employee is a member in good standing with the Union whose net salary after other legal and required deductions is regularly sufficient to cover the amount of the authorized allotment for employee organization dues and who is a member of a unit for which the Union has exclusive recognition.

B. Any eligible employee will have the right to make not more than one (1) voluntary allotment at a time from his/her pay for payment of his/her dues to not more than one eligible employee organization of which the employee is a member, and to revoke such allotment when he/she desires to do so, in accordance with the provisions set out below.

**SECTION 2.** Dues will be withheld each pay period. The Union shall notify the CSR in DCSR, in writing, when the amount of dues deductions will be increased or decreased. This notification will be in accordance with procedures established by DFAS. The change will be processed on the date specified by the Union, provided the change is received by CSR, DCSR, at least 30 days prior to that date.

**SECTION 3.** The Union is responsible for purchasing the standard allotment form (Standard Form 1187); distributing it to members; certifying as to the amount of dues; delivering the completed forms to the appropriate office (CSR, DCSR); and educating members on the program for allotment for payment of dues, its voluntary nature, and the uses and availability of the required form.

**SECTION 4.** The Union shall promptly notify the CSR when a member of that organization is expelled or for any reason ceases to be a member in good standing.

**SECTION 5.** Management will notify the treasurer of the Union whenever an eligible employee revokes an allotment by mailing a copy of the revocation to the Union Office.

**SECTION 6. A.** The Union will designate by name a specific office of the organization to receive the remittance of dues withheld and a listing of names and amounts withheld. This listing will be forwarded from DFAS,-Pensacola after each payroll period for which deductions are made pursuant to voluntary allotments.

B. Such listing will be forwarded to the Union no later than fifteen (15) calendar days after the end of the pay period.

**SECTION 7.** It will be the responsibility of the Union to comply with the terms of this Article to assure that allotments on the part of members are voluntary and to inform members fully of the conditions governing revocation of allotments.

**SECTION 8.** It will be the responsibility of the President of the Union to post on appropriate bulletin boards within the unit a notice apprising employees:

A. That an arrangement has been made with the Union for voluntary allotments for payment of dues.

B. That such allotments are to be entirely voluntary on the part of employees who are members of the Union and will take effect during the pay period beginning after the appropriate form, properly completed and signed, has been received and processed by the CSR in DCSRM.

C. That forms to be used in making voluntary allotments for payment of dues are to be secured from the Union and returned to the CSR, DCSRM, through the Union.

D. Union dues withholding revocation procedure for an employee who has been on dues withholding for more than one year. An employee who has been on dues withholding for more than one year may revoke an allotment for the payment of dues. To revoke an allotment an employee must submit a Standard Form 1188, available from the Civilian Personnel Advisory Center, to the civilian pay office during the two pay periods prior to the anniversary date of their initial participation in dues withholding by payroll deduction. The revocation will become effective the first pay period after the anniversary date of their initial participation in dues withholding through payroll deduction. Management will notify employees of the procedure for withdrawing from dues withholding once each year through the Civilian Employee Bulletin.

E. Union dues withholding revocation procedure for an employee who has been on dues withholding for less than one year. An employee's voluntary allotment for payment of Union dues shall be terminated effective the first day of the first full pay period one (1) year after the employee begins the allotment, when the employee submits a SF 1188 terminating the allotment within two (2) pay periods prior to the first anniversary date.

**SECTION 9.** The Civilian Personnel Advisory Center will maintain a supply of the form (Standard Form 1188) which has been provided for use in revoking an allotment and will make this form available to eligible employees upon request.

**SECTION 10.** Allotments shall be terminated when an employee leaves the unit as a result of any type of separation, transfer, or other personnel action (except detail) not covered by the agreement; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended or expelled from the labor organization.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT  
ON

FOR THE UNION: FOR MANAGEMENT:

██████████  
President, Local 1504  
American Federation of  
Government Employees

██████████  
Labor Relations  
Civilian Personnel  
Advisory Center

██████████  
Steward, LOCAL 1504  
American Federation of  
Government Employees

██████████  
Colonel, IN  
Garrison Commander  
I CORPS and Fort Lewis,  
Fort Lewis, Washington

██████████  
Steward, LOCAL 1504  
American Federation of  
Government Employees

██████████  
Lieutenant General, USA  
Commanding  
I CORPS and Fort Lewis,  
Fort Lewis, Washington

APPROVED BY DEPARTMENT OF DEFENSE 20 DEC 00