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## PREAMBLE

In accordance with the provisions of the Federal Service Labor Management Relation Statute, the following Agreement is entered into between the United States Army Garrison, Fort A. P. Hill; United States Army Signal Activity and the Medical Department Activity, hereinafter referred to as the "Employer" and the American Federation of Government Employees, Local 2902, hereinafter referred to as the "Union". The pronoun he used herein is neutral language and includes both male and female employees.

In consideration of the mutual covenant herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal service and the well-being of employees within the meaning of the Federal Service Labor Management Relations Statute, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, and to provide means of amicable discussion and adjustment of matters of mutual interest.

WHEREAS, the Union agrees to support the Employer in his efforts to eliminate waste; combat absenteeism; conserve materials and supplies; insure timely completion of work, improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents and promote the development of good will among the Employer, the Union employees and the local community. The Union agrees to publish periodic articles in their local news media stressing Union support of the above efforts.

NOW THEREFORE, the parties hereto agree as follows:

## ARTICLE 1 - RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer hereby recognize that the union is the exclusive representative of all employees in the unit (as defined in section 2 below). The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to employee organization membership with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this Agreement.

Section 2. The recognized unit to which this Agreement applies includes all eligible employees paid from appropriated funds of the US Army Garrison, Fort A. P. Hill, the US Army Signal Activity; and the MEDDAC stationed within the boundaries of the Fort A. P. Hill reservation. EXCLUDED are Management officials and supervisors; employees engaged in Federal personnel work except in a purely clerical capacity; Policemen, professionals, confidential employees, NAF employees and temporary employees whose appointments are thirty (30) days or less.

## ARTICLE 2 - MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1. It is agreed that subject to Section (2) of this Article, the duty to bargain in good faith shall, to the extent consistent with any Federal law or any government-wide rule or regulation, extend to appropriate matters which are the subject of any rule of regulation only if the rule or regulation is not government-wide rule or regulation.

Section 2. The duty of bargain in good faith shall to the extent consistent with Federal law or any government-wide rule or regulation, extend to matters which are the subject of any DA or DOD rule or regulation only if the Authority has determined under Sections (3) or (4) of this Article that no compelling need (as determined under regulations prescribed by the Authority) exists for the rule or regulation.

Section 3. In any case of collective bargaining in which the union alleges that no compelling need exists for any rule or regulation referred to in Section (2) of this Article which is then in effect and which governs any matter at issue in such collective bargaining agreement, the Authority shall determine under section (4) of this Article, in accordance with regulations prescribed by the Authority, whether such a compelling need exists.

Section 4. For the purpose of this Article, a compelling need shall be determined not to exist for any rule or regulation only if:

- (a) The agency, or primary national subdivision, as the case may be, which issued the rule or regulation informs the Authority in writing that a compelling need for the rule or regulation does not exist; or
- (b) The Authority determines that a compelling need for a rule or regulation does not exist.

Section 5. The Employer agrees to provide the Union with advance copy of proposed regulations implementing or revising personnel policies and procedures applicable to employees in the unit and to meet and confer with the Union concerning the provisions of the proposed regulations, provided request for such conference is submitted within seven (7) working days after receipt of the advance copy of the proposed regulations.

Section 6. Either party having a desire or requirement to consult with the other shall normally give reasonable advance notice to the other party. Such notice shall normally include a statement of the subject to be discussed and the problem which generated the cause for discussion. This section does not preclude any discussion between a supervisor and a Union representative on an informal basis for the purpose of resolving an issue in its early stages.

Section 7. It is recognized that this Agreement does not alleviate the responsibility of either party to meet with the other to discuss and consult on matters not covered by this Agreement which come within the scope of consultation and negotiation.

Section 8. The following definitions of terms used in the Agreement shall apply:

a. **CONSULTATION** - The term "consultation" as used throughout this contract, refers to the oral or written exchange of views between the Employer and the union prior to the formulation or implementation of a change contemplated by the Employer concerning matters which are not subject to the obligation to "meet and confer" or "negotiate" but which matters are nonetheless of concern to employees of the unit. "Consultation" means a mutually honest and sincere review and consideration by the Employer of the Union's views prior to implementation of changes which are within the jurisdiction of the Employer. The consultation process does not necessarily require an agreement between the Employer and the Union. Consultation shall in no way nullify or abrogate the obligation of the parties to "meet and confer" or "negotiate" over matters for which the obligation exists.

b. **MEET AND CONFER/NEGOTIATE** - The terms "meet and confer" or "negotiate", as used throughout this contract and as herein defined, shall be deemed synonymous in meaning. "Meet and confer" or "negotiate" refers to the obligation of the parties as defined in the Federal Service Labor Management Relations Statute, to bargain in good faith with respect to personnel

policies and practices and matters affecting working conditions, so far as can be appropriate under applicable laws and regulations, with the view toward arriving at a formal amicable decision or agreement. This obligation shall include the duty to "meet and confer" or "negotiate" prior to making changes in established personnel policies and practices and matters affecting working conditions during the term of the Agreement and shall refer to matters appropriate for meeting and conferring even though not specifically mentioned in the contract.

c. IMPASSE - The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

d. AMENDMENTS - Modifications of the basic Agreement by adding, deleting, or changing portions, sections, or articles of the Agreement.

e. SUPPLEMENT - Additional articles negotiated to cover matters not adequately covered by the basic Agreement.

f. UNION OFFICIAL AND/OR UNION REPRESENTATIVE - Any accredited National Representative of the Union and the duly elected or appointed officials of the Local, including stewards, in accordance with the provisions of the Agreement.

### ARTICLE 3 - PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, the Employer, Union and Employees are governed by existing or future laws and government-wide regulations. Likewise, the parties are also governed by the rules and regulations of appropriate authorities insofar as those rules and regulations have not been superseded in accordance with USC 7117.

## ARTICLE 4 - MANAGEMENT RIGHTS

### Section 1. The Employer retains the right;

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency, and
- b. In accordance with applicable laws, rules and regulations:
  - (1) To hire, assign, direct, layoff and retain employees in the agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  - (3) With respect to filling positions, to make selections for appointments from:
    - (a) Among properly ranked and certified candidates for promotion or
    - (b) Any other appropriate source.
  - (4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

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

- a. At the election of the Employer on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty or on the technology, methods, and means of performing work;
- b. Procedures which the Employer will observe in exercising 1ny authority under this Article; or
- c. Appropriate arrangements for employees adversely effected by the exercise of any authority under this Article by the employer.

Section 3. It is understood that the exercise of Management Rights as expressed in this Article shall be subject to appeal and grievance procedures where applicable as prescribed by law, regulations, policies and the negotiated grievance procedures as provided for in this Agreement.

Section 4. The right to make local rules and regulations will be considered an acknowledged function of the Employer. In making rules and regulations relating to personnel policies, procedures, and practices in matters of working conditions, the Employer will give due regard

and consideration to the obligations imposed by this Agreement and the provisions of the civil Service Reform Act and other applicable rules and regulations.

## ARTICLE 5 - RIGHTS OF EMPLOYEES

Section 1. Employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty, reprisal or coercion, to join and assist the union or refrain from any such activity. Except as expressly provided hereinafter and in the Federal Service Labor Management Relations Statute, the freedom of such employees to assist the Union shall be recognized as extending to participation in the Management of the Union and Acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, the us Congress, or other appropriate authority.

Section 2. An employee has the right to communicate with the Union, the Commander, the Personnel Office or Management officials of higher rank than his immediate supervisor.

Section 3. An employee desiring to visit a Union representative, the personnel office, or any higher Management personnel shall request permission of management to do so. It is not necessary for the employee to explain his reasons for desiring the visit. The employee is encouraged to use the chain of command before seeing these officials. Management will without undue delay indicate a convenient time for the employee to make the visit which will not unduly disrupt the work schedule. If contact is desired with a particular individual, management should arrange an appointment with that individual as quickly as practicable.

Section 4. An employee has the right to file a complaint, a grievance, or appeal under the applicable procedure for that purpose without interference, coercion, or threat of reprisal. An employee acting in an official capacity for the Employer shall not interfere with or attempt to interfere with the filing of such complaint, grievance, or appeal, or threaten to take any act of reprisal against an employee because he has filed or expressed an intention to file a complaint, a grievance under any of these procedures.

Section 5. The employer will take such action, consistent with law or with directives from higher authority, as may be required in order to assure that employees are apprised of the rights and privileges as provided in this Article, and that no interference, restraint, coercion or discrimination is practiced within the unit to encourage or discourage membership in the Union. All provisions of this Agreement shall be applied fairly and equitably to all employees within the unit.

Section 6. Any employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials without intervention of union officials,

in accordance with applicable laws, rules, regulations, or established policies, and to choose his own representative in a grievance (other than one filed under Article 19) or appeal action.

## ARTICLE 6 - RIGHTS OF UNION

Section 1. The Employer and the Union will be responsible to keep their own records of meetings between the parties when either of the parties feels they need a record. Tape recorders will not be used unless agreed to by all parties to the conversation.

Section 2. When rating panels are used to rank applicants prior to preparation of a referral list under Merit Promotion procedures and the positions are within the bargaining unit, a Union representative may serve as an observer on the rating panel.

## ARTICLE 7 - UNION REPRESENTATIVES

Section 1. Unless otherwise specified in this Article, the term "Union Representative" includes Union stewards, members of the Union grievance committee and officers of the Union who are employees of the activity, or other appointed representatives.

Section 2. The Union will have a total of four (4) stewards not including the chief steward. The union shall supply the Employer in writing and shall maintain with the Employer on a current basis a complete list of all elected officers, all other authorized representatives, and all authorized Union stewards, together with the specific organizational component within the unit in which each Union steward is authorized to act in behalf of the Union. The listing will be updated as changes occur and a new list of Union Representatives will be provided in writing to management within seven (7) calendar days after changes occur. The Union agrees that each steward shall normally restrict his activity to the specific office, department, division, or organizational component in which he is authorized by the Union to act in its behalf.

Section 3. Reasonable time during working hours will be allowed Union representatives for attendance at meetings with the Employer. Meetings with the employer will be scheduled in advance. The side that calls the meeting will provide a list of topics to be discussed one day in advance to expedite the meeting. Whenever business of any nature is being transacted during working hours, only that amount of time reasonable and necessary to bring about prompt disposition of the matter will be used.

Section 4. The designated and authorized Union representatives and Union stewards may receive and investigate complaints or grievances. Union representatives will be allowed reasonable time to confer with employees on appropriate matters directly related to work situations within the unit, as well as grievances. Representatives of the Union shall not solicit



complaints and grievances during duty time nor will they solicit these complaints when the affected employees are on duty. Before performing representational duties, the Union Representative concerned will obtain prior permission from Management, except for de-minim is usage i.e.; unplanned and three (3) minutes or less. Official time will be requested, approved, and recorded on employer supplied forms (Appendix A of this agreement) and will be provided to Management upon completion of representational duties. The permission of Management of the person being contacted will also be obtained. Permission will normally be granted at the time of the request unless in the opinion of either of the supervisors concerned, work requirements do not permit. In such cases, a time will be suggested by the supervisor and mutually agreed upon by the parties.

Sections 5. Solicitation of membership and activities concerned with internal management of the Union, such as activities involving other employee groups, collection of dues, assessments or other funds, membership meetings, and campaigning for union office will not be conducted during working hours.

Section 6. Necessary arrangements will be made for authorized local and national representatives of the American Federation of Government Employees to visit the Employer at reasonable times on appropriate business.

Section 7. It is agreed that Management shall not interfere with, restrain, or coerce recognized Union representatives in the exercise of their rights assured by the Federal Service Labor Management Relations statute, nor shall Union representatives be denied any right or privilege they are otherwise entitled to because of their serving as Union representatives.

Section 8. Officers and representatives of the Union may use the desk and telephone facilities normally assigned to them incidental to their duties for handling employee grievances and complaints as authorized by this Agreement and appropriate regulations. Toll calls are prohibited.

## ARTICLE 8 - HOURS OF WORK

Section 1. The following sections in this Article are not applicable to Fire Fighters assigned to the Fort A. P. Hill Fire Department: Section 1a. and b.; Section 3.

a. The basic tour of duty will consist of five (5) eight- hour days, normally Monday through Friday. The regular hours of work for all employees shall normally not exceed eight (8) hours a day, forty (40) hours a week. Regular shift hours of employees within the unit shall be from 0800 - 1630. These hours include a thirty (30) minute lunch period that is considered non-duty time. This lunch period is normally from 12:00 p.m. - 12:30 p.m. unless deviation is approved or required by Management. Uncommon tours of duty to cover a minimum of forty

(40) hours per week and shifts may be established, based on needs of continuity of operations, maintenance, and workload obligations in accordance with Section 2 of this Article. Exceptions may be made when the Employer determines such exceptions to be in the best interest of the Government.

b. If an employee reports for work at the prescribed starting hour on a scheduled workday and is prepared for and remains capable of but is prevented from performing his duties by circumstances beyond his control, the employee may be excused with no loss of pay or leave, in accordance with applicable regulations (examples: inclement weather conditions, an act of God, etc.). This section applies to permanent full-time and permanent part-time employees on a regular scheduled tour of Duty.

c. If a temporary, intermittent, or seasonal employee reports for work at the prescribed starting hour on a scheduled work day and is prepared for and remains capable of work, but is prevented from performing his duties by circumstances beyond his control, the employee will receive at least two hours pay.

Section 2. When a change in established tours of duty is required, the Employer will notify the employee or employees at least one week in advance when the requirement is known; otherwise notification will be made in advance of the administrative work week. Written mutual agreement of change in tour of duty between the employer and the employee negates the one week requirement except that no such changes are permitted after the beginning of the administrative work week within which the work is to be done. This provision does not preclude management's right to change tours of duty under emergency or other conditions under which the mission of the agency would be adversely affected. The Union will be given a copy of the written agreement.

Employees may be approved to work under the Adjusted work Schedule (AWS) Program to the extent the schedule is consistent with mission needs. AWS will only be approved if: productivity will remain the same or improve; training units continue to receive high quality support; and there is no increase to operational costs.

- a. Normal AWS working hours are no earlier than 0700 and no later than 1730. Offices will be covered from 0800-1630. Basic tours of duty are as follows.
  1. Flexible Work Schedule - A forty (40) hour work week which consists of five (5) eight hour days plus lunch. The tour of duty wherein employees (who work under FWS) may choose their arrival and departure times in coordination/concurrence of their immediate supervisor. This becomes a fixed schedule with core hours and flexible hours.
  2. Compressed work schedule - 5-4/9. A pay period that consists of eight (8) nine-hour days (plus lunch), and one (1) eight-hour day (plus lunch).

- b. Core time. The days and hours during which all employees must be present for work. Core hours will be between 0900 -1500.
- c. Credit hours. Those hours within a flexible work schedule that an employee elects to work in excess of the basic work requirement so as to vary the length of a work week or work day. Credit hours may be used in the pay period in which they are earned. No credit hours will carry forward. Earning credit hours will be at the discretion of the supervisor.
- d. Lunch periods should remain at thirty (30) minutes length. Lunch periods, normally may be taken between the hours of 1130 and 1300. However, supervisors have the authority to designate the time lunch periods are taken based on work requirements.
- e. Approval by the first-line supervisor is required prior to an employee using AWS or changing their existing schedule.
- f. Separately published Fort A.P. Hill AWS guidance provides complete details on the implementation of this program.

Section 3. Non-exempt graded employees are entitled to choose between overtime pay and compensatory time off for all irregular or occasional overtime work they are required to perform. Overtime must be paid, if requested by the employee. Exempt employees, at the discretion of the Employer may be either paid overtime pay or granted compensatory time off for the irregular or occasional overtime work they are required to perform. All regular or scheduled overtime will be paid at the appropriate prescribed rates. No Wage Grade employee shall be allowed to take compensatory time.

Section 4. The employer will make a reasonable effort to effect fair distribution of overtime among employees within each Directorate by assigning the overtime first to those employees whose primary duty is the same as the work to be done, with consideration to the experience, qualifications and previous performance on overtime of the employees available. If there are no available employees from this group, the overtime may be offered to any other qualified and reliable employees. It is understood that where special skills are required, employees possessing such skills will be assigned to the overtime work involved. Records of overtime worked by the employees shall be maintained by the Employer in accordance with regulations. In the event of a charge by an employee in the unit of alleged unfair distribution of overtime, the records of employees of the same grade and classification, and others who worked overtime in the same work area as the complainant shall be made available for review by the Union to the extent necessary to receive the charges. Requests for these records by the Union shall be made only when definite allegation of unfair distribution has been made by an employee from the unit.

Section 5. If an employee is called back to work, any unscheduled overtime work he performs will be considered to be at least two hours in duration for overtime pay purposes. The overtime begins when the employee personally goes to the Staff duty or MP Desk Sergeant and is logged in for duty. The employee will report out personally with the staff Duty or MP Desk sergeant as well.

Section 6. The Employer shall notify affected employees of the requirements for all overtime work promptly after establishing firm overtime requirements. Every reasonable effort will be made to provide this notice Thursday when the overtime assignments involve Saturday and Sunday. This section does not apply to emergencies requiring immediate action outside and/or beyond regular working hours and employees on assignments at the close of their regular shifts who must be kept on duty on an overtime basis to accomplish the emergency requirements.

Section 7. Opportunity to work scheduled overtime shall not be denied to an employee for the reason that annual or sick leave has been granted in accordance with established regulations and conditions outlined in this Agreement.

Section 8. When an employee is require to work emergency overtime and personal transportation is not readily available, the employee will be assisted in securing transportation from the work site to the employee's home.

Section 9. Up to ten (10) minutes shall be allotted prior to the beginning of the scheduled lunch period for personal cleanup of employees exposed to toxic substances on their skin or clothing.

Section 10. During emergency situations caused by such developments as heavy snow or severe icing conditions or other natural disasters, the employer may issue an administrative dismissal, as appropriate, after determining the following essential elements:

- a. Determination that an emergency condition exists;
- b. Decision on the impact of the condition on the Federal population; and
- c. Dissemination of instructions to employees.

## ARTICLE 9 - LEAVE

Section 1. The Union shall cooperate with the Employer in counseling individuals suspected of abusing leave privileges. The employer and the union agree that individual leave balances will not be posted on any bulletin boards or displayed in any manner to members of the work force who have no need to know without the employee's consents.

Section 2. (Annual). Annual leave for any purpose, i.e., vacation, birthday, or religious holiday, shall be requested in advance from the immediate supervisor. Annual leave will be granted, when requested, consistent with workload requirements. Requests for emergency annual leave will be considered on an individual basis. The reasons for cancellation or rescheduling of annual leave will be explained to the employee. Requests for changes in scheduled leave will be considered consistent with workload requirements.

Section 3. (Sick).

- a. Sick leave, if accrued, shall be granted to employees when they are incapacitated from the performance of their duties by sickness, injury or pregnancy. Sick leave, if accrued, should be granted for medical, dental or optical examination or treatment; or when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the Employee; or when in the opinion of the attending physician, through exposure to contagious disease, the presence of the employee at his post of duty would jeopardize the health of others.
- b. All employees shall notify Management of illness or incapacitation as soon as possible on the first day of absence and each subsequent day unless approved differently from Management, except for Fire Fighters, normally not later than two (2) hours after the beginning of their shift. Fire Fighters will notify the on-duty shift supervisor as soon as possible. Employees may be required to provide a Doctor's note if sick leave abuse is suspected and a letter of requirement is issued.
- c. Sick leave shall be requested and approved in advance for optical, medical and dental appointments.
- d. Employees who are incapacitated for duty because of illness or disability may be advanced sick leave not to exceed thirty (30) days, provided that all accumulated sick leave and until annual leave has been exhausted.
- e. Use of sick leave shall not be a consideration of an employee's overall performance rating, if sick leave is certified medical statements.

Section 4. (Other)

- a. Employees may be granted leave without pay in accordance with applicable laws and regulations.

- b. Employees on approved leave without pay status shall accrue the rights and privileges including retirement benefits and coverage under Group Life Insurance and Federal Employee health Benefits Program in accordance with applicable laws and regulations.
- c. Employee members of the unit who are elected or appointed to serve in the capacity of representatives or officers of the Union which requires absence from work may be granted annual leave and/or leave without pay for a period of time not to exceed one (1) year for any office other than local and fifteen (15) days for local consistent with regulations and workload requirements. One (1) year extensions may be granted in accordance with pertinent regulations. If any employee of the Union applies for and is granted leave without pay, the period of leave may not at any time thereafter be converted to annual or sick leave.
- d. Administrative leave will be granted to Union representatives within the unit to attend Union training relating to matters within the scope of the Federal Service Labor Management Relations Statute, provided the subject matter of such training is of mutual concern to the Employer and to the employee in his capacity as an organization representative and the Government interest will be served by the employee's attendance. Requests for Union representatives and officials to attend other meetings or briefings will be considered on an individual basis. Time will be allowed only when considered by the Employer to be warranted and within the intent of current Army regulations regarding excused time off. Except in very unusual circumstances, leave for these purposes will not be granted for more than eight (8) hours per fiscal year, per Union representative.
- e. Excused absence for registration and voting, civil defense activities, military funerals and situations within administrative discretion will be in accordance with the Federal Personnel Manual, Department of Defense, Army and Post Regulations.
- f. The Employer considers it the civic responsibility of all employees to respond to calls for jury and other court services. Request of the Employer that their employees be excused from jury duty will be made only in those instances where their services are required to meet essential work schedules and where public interests are better served by the employees remaining on duty.
- g. Absence for the purpose of attending court as a witness in a judicial proceeding on behalf of the United States Government or a State or Local Government, or for jury duty, is not chargeable as annual leave. Absence for the purpose of attending court as a witness in an official capacity is considered as duty time. Absence for attending court as a witness not in an official capacity when a party is U.S., D.C. or state or Local Government is

chargeable to court leave. Absence to attend court as a witness not in an official capacity when a party is not U.S., D.C. or State or Local Government is chargeable to annual leave or leave without pay. Upon completion of such service, the employee will present the Employer with written evidence of the time served on such duties.

- h. In those cases where time and travel permit and where no hardship results when an employee is excused or released by the Court for any day or a substantial portion of a day, he will be expected to return to duty or be charged annual leave or leave without pay for the time excused. There will be no time charged to annual leave for time traveling from court to work site.
- i. Blood Donation. DOD employees are encouraged to serve as blood donors and will be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excused time will not exceed four (4) hours, except in unusual cases. When the employee must travel a long distance, or when unusual need for recuperation occurs up to an additional four (4) hours may be authorized.

## ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union will cooperate in providing equal opportunity for all persons in all phases of recruitment, employment, assignment, training, recognition, promotion, and career development, and to prohibit discrimination because of race, color, religion, sex, national origin, age, or handicapping condition. The parties agree that equal employment opportunity shall be administered in accordance with the civil Rights Act of 1967, as amended; the Rehabilitation Act of 1973, as amended; and any other authorizing legislation or applicable regulations.

Section 2. The Employer will continue to actively promote and pursue the full realization of equal employment opportunity through a continuing Affirmative Employment Plan (AEPP). Development of the AEPP will be in accordance with the procedures outlined by the Equal Employment Opportunity commission and the Employer.

Section 3. The parties agree that every reasonable effort will be made to utilize to the fullest extent the present skills and knowledge of employees, including the redesigning of jobs where feasible; and to provide the maximum feasible opportunity for employees to enhance their skills through on-the-job training programs so that they may perform at their highest potential and advance in accordance with their abilities.

#### Section 4.

a. The employer agrees to furnish the Union, on a yearly basis, the following EEO information by sex, race, and national origin. (Information on the age and handicap, if available will be furnished upon request).

(1) Bargaining Unit profile by grade level.

(2) Bargaining Unit profile by those occupations for which a profile has been prepared by the EEO office.

(3) Number of Bargaining Unit promotions by selected position.

(4) Outside hiring statistics for those selected Bargaining Unit positions of which the EEO office has data.

b. The AEPP will be furnished to the Union.

c. Management has the duty to edit information from existing reports pertaining to non-bargaining unit positions.

#### ARTICLE 11 - TRAINING AND DEVELOPMENT

Section 1. The employer and the Union agree that employee training is mutually beneficial. The Employer will provide according to availability of funds and identified needs, training to develop employee's skills and knowledge for effective performance of their official job duties. Subject matter, areas for training, selection and assignment of training priorities, and the selection of employees to be trained is a function of the Employer, consistent with applicable rules and regulations.

Section 2. The Union and Employer will encourage employees to take advantage of training and education which may enhance their job skills and qualifications needed to increase their job performance and to expand individual career opportunities. The parties agree to stress the need for self-development and training to increase efficiency and improve potential for advancement. Employees are urged to advise their supervisors and the Civilian Personnel Office of their self-development by submitting a record of such training for their Official Personnel Folder.

Section 3. The Employer agrees to plan and provide for retraining of employees when planned management changes in organizations, functions or missions occur and to provide such on-the-job cross training as is practical and in the interest of the Employer.



Section 4. Proposed employee training and development policies and procedures to be established within the administrative authority of the Employer will be subject to review and consultation with the union prior to publication and implementation.

## ARTICLE 12 - JOB DESCRIPTIONS

Section 1. The Position Management and Classification Program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel management and higher Army authority. In any case where action is proposed to modify any job description of any employee within the unit to the extent that either the rating, title, pay, level, or qualification requirements may affect the employee, it is agreed that the immediate supervisor or appropriate Employer official will discuss the proposed change with the employee concerned and his Union representatives (s), upon employee's request, prior to the effective date of the change.

Section 2. The duties and responsibilities of each position, as documented in the job description, are determined by the Employer. Any employee within the unit who believes that his position is improperly classified should first consult with his supervisor for clarification. If this fails to resolve the employee's questions, a meeting will be arranged by management for the supervisor, employee, and a Civilian Personnel Representative to discuss the classification issues. Should this fail to resolve the employee's questions, he will be informed of his appeal rights. The employee may be accompanied by a Union representative in any of the discussions.

Section 3. Every employee is entitled to be furnished with a current and accurate copy of his job description. The Employer will immediately furnish the employee with a copy of any change in his job description. Employees who feel that their job descriptions are inaccurate may discuss the matter with management for resolution. If the job description is found to be inaccurate, steps will be taken by the Employer to correct the inaccuracy.

Section 4. The Employer will make available, upon the request of the Union, the job description of any employee within the unit which is pertinent to the case at hand. Specific additional information used in determining the classification of the position will also be made available at the request of the Union.

Section 5. The clause found in job descriptions "performs other duties as assigned" shall normally be construed to mean assignments which are reasonably related to the employee's position and qualifications. The Union recognizes that duties which may not be reasonably related to an employee's position might have to be assigned. The Employer will make every effort to minimize such assignments and will terminate them at the earliest practical time. This in no way limits an employee's responsibility to perform housekeeping functions around his own work area.

## ARTICLE 13 - ACCEPTABLE LEVEL OF COMPETENCY (FOR GS EMPLOYEES)

Section 1. When the employer's evaluation leads to a conclusion that the employee's work is not of an acceptable level of competence that may lead to denial of a within-grade increase (periodic step increase), the employer is responsible for notifying the employee of any defect in the quantity or quality, or both, of his work at least sixty (60) days before the employee will complete his waiting period. Such notification will be in writing and will provide:

- a. An explanation of each aspect of performance in which the employee's performance falls below an acceptable level.
- b. A statement of the acceptable level of performance on each aspect.
- c. Advice as to what the employee must do to bring his performance up to the acceptable level.
- d. A statement that he has a period of sixty (60) calendar days in which to bring his performance up to an acceptable level and still receive his increase at the completion of the then current waiting period.

Section 2. Failure to inform an employee of a negative determination as required by Section 1, may not be the basis for changing the negative determination. However, when a negative determination is made without informing the employee sixty (60) days in advance as provided in section 1, another determination shall be made not later than sixty (60) days after the date on which the employee completed the waiting period.

Section 3. When the employer determines that the employee's work is not of an acceptable level of competence after meeting the requirement of section 1, the employee will be notified in writing not later than the completion of the waiting period of the following:

- a. Basis for the negative determination.
- b. The employee's right to secure reconsideration of the negative determination and of the time limits within which the employee may request reconsideration.

Section 4. The reconsideration procedure shall be effected promptly and will be as follows:

- a. The employee will submit a request for reconsideration in writing through his supervisor to the Commander within fifteen (15) calendar days of his receipt of the notice of the agency's negative determination.

- b. The employee may present oral and written reasons contesting the basis for the negative determination to an official appointed to review the reconsideration and may be accompanied by a representative of his choosing.
- c. When the reviewing official's decision is favorable to the employee, it supersedes the original decision and the within- grade increase then becomes effective as of the date originally due.
- d. When the reviewing official's decision is unfavorable to the employee, the notice of the decision will be in writing and will inform the employee of his right to appeal that decision to the Merit System Protection Board.
- e. The employee's appeal will be in writing to the Merit System Protection Board, within twenty (20) calendar days after receipt of the reconsideration decision. The decision of the Merit systems Protection Board is final.

Section 5. When a negative determination is changed either after reconsideration or appeal to the Merit Systems Protection Board, the change supersedes the negative determination, and the effective date of the within-grade increase for which the employee becomes eligible is the date on which the within-grade increase otherwise became due.

#### ARTICLE 14 - DETAIL ASSIGNMENTS

Section 1. For the purpose of this Article, the following definitions shall apply:

- a. Unofficial Detail - The temporary assignment of an employee without a formal personnel action for thirty (30) days or less to a higher graded position or to a position with more promotion potential; or for less than one hundred twenty (120) days to duties other than those covered in his position description.
- b. Official Detail - The temporary assignment of an employee with a formal personnel action for more than thirty (30) days to a higher graded position or to a position with more promotion potential or for one hundred twenty (120) days or more to the same or lower graded position other than those covered in his official position description.

Section 2. Temporary promotion instead of detail is encouraged when the employee is fully qualified for promotion and the assignment is normally expected to continue for more than thirty

(30) days. Any temporary promotion to exceed one hundred twenty (120) days will be done under competitive procedures.

Section 3. It will be the joint responsibility of the employer and the employee to maintain records of unofficial details. Employees are encouraged to prepare standard Form 172, Amendment to application for Federal Employment SF-171, documenting such details and have management sign the form for inclusion in the employee's Official Personnel Record. Nothing in this Article shall prevent an employee from submitting on his application to the civilian Personnel Office information that he believes has a bearing on his qualifications for future assignments.

Section 4. It is agreed that no official detail will be made to evade the principle of the merit promotion program. Details will be kept to the shortest practicable time.

#### ARTICLE 15 - REDUCTION-IN-FORCE

Section 1. The Employer will notify the Union of the necessity for a reduction-in-force as far in advance as practicable, and of the reasons therefore such notification will be at the earliest permissible time subsequent to the determination that a reduction-in-force affecting employees in the unit may be necessary. The union will be informed three (3) days before notifying the workforce. The Employer will inform the Union of the affected competitive levels and the number of employees affected when this information is available. The Union will render its assistance in communicating to employees the reasons for a reduction-in-force.

Section 2. During a reduction-in-force, excess employees will be considered for vacant positions within their competitive areas for which they are qualified and positions for which qualification requirements are appropriately waived in accordance with applicable laws and regulations. The Employer agrees to minimize displacement actions resulting from contracting out, positions lost due to automation or adoption of labor saving devices, and by curtailing in-hires when and where feasible.

#### ARTICLE 16 - INCENTIVE AWARDS AND SUGGESTION PROGRAMS

Section 1. All employees in the unit shall be encouraged to participate in the Army suggestion Program. It is the desire of the Employer and the Union that all suggestions be processed in a timely and expeditious manner. An employee who believes there is an unreasonable or unwarranted delay in receiving a determination of the adoption or non-adoption of a submitted suggestion should refer the matter to the Fort A.P. Hill Suggestion Program coordinator.

Section 2. Employees will be encouraged to discuss prospective suggestions with their immediate supervisor. The Employer will insure that the employees are sided and assisted in preparing suggestions without management expecting or receiving credit as co-suggester of the suggestion.

Section 3. Notice of non-adoption of all suggestions will be made in writing and the suggester will be afforded an opportunity, upon request, to see the completed file. He may be accompanied by a Union representative. The suggester shall be advised of procedures for requesting reconsideration of the determination if any further action is desired by him. Periodic status notifications of the suggestion will be provided the employee.

Section 4. A fair and comprehensive employees' incentive award program is a valuable tool available to the Employer for building and maintaining a healthy and inspired state of morale in the workforce. The Employer will take positive action to encourage employees to perform their duties in an efficient and industrious manner so that they may be considered for appropriate types of recognition and performance awards.

Sections 5. The union will be furnished a listing of employees receiving performance awards.

## ARTICLE 17 - DISCIPLINARY AND ADVERSE ACTIONS

### Actions Against Employees

Section 1. All informal discipline such as oral admonishments, letters of caution and letters of requirements shall be for just cause. All formal disciplinary actions (i.e., letters of reprimand and suspensions of 14 days or less) may be taken only for such just cause as will promote the efficiency of the service. Suspensions must be supported by a preponderance of the evidence.

Section 2. Adverse actions for personal cause (i.e., a removal, suspension for more than fourteen (14) days, a reduction in grade, a reduction in pay, and a furlough of thirty (30) days or less) may be taken against an employee only for such just cause as will promote the efficiency of the service, and must be supported by a preponderance of the evidence.

Section 3. Actions for unacceptable performance (i.e., a reduction in grade or a removal) may be taken against an employee only wherein the employee fails to meet established performance standards in one or more critical elements of his position and must be supported by substantial evidence.

Section 4. Non-disciplinary adverse actions and other official actions against employees such as reduction-in-force, reduction in hours, withholding of within-grade increases, etc., may only be taken in accordance with applicable laws, rules, regulations and this agreement.

Section 5. The Employer has the right and obligation to determine the facts relevant to any case in which disciplinary or adverse action may result. Accordingly, prior to initiating a formal disciplinary or adverse action against an employee, a preliminary investigation will be made by the immediate supervisor or other Management official to document the facts and to determine whether a prima facie case exists. The Union will be allowed to be represented at any formal discussion between any representative of the Employer and any employee in the bargaining unit or their representative concerning any grievance or any personnel policy or practices or other general condition of employment; or any examination of any employee in the bargaining unit by a representative of the Employer 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 Employer agrees that it will annually inform all employees of their rights under this section. Nothing in this Section shall preclude an employee from exercising his constitutional right(s) under the Fifth or any other Amendment(s) of the Constitution of the United States. When a unit employee requests representation under this Section, the Employer (1) postpones the meeting for a reasonable period of time until the employee gains representation, or (2) elects to discontinue the interview and proceed without the benefit an interview may have provided.

Section 6. In disciplinary or adverse actions against any employee covered by this Agreement for which written notice of the proposal is required, the Employer will furnish the employee with an extra copy of the proposal. The employee may give their copy to a representative of the Union or to any other person. Unit employees against whom formal disciplinary or adverse action is taken will be advised of their rights of grievance and appeal, as appropriate.

## ARTICLE 18 - MERIT PROMOTION

Section 1. The Employer agrees filling of positions will be based upon the procedures contained in the Merit Promotion Plan of the Army National Capital Region, Civilian Personnel Operations Center.

Section 2. Vacancies within the coverage of career-field programs and mandatory placement actions will be filled in accordance with appropriate regulations.

Section 3. The Employer and the Union will encourage all employees to familiarize themselves with the provisions of the merit promotion program. Employees will be encouraged to strive for self-improvement and to compete for positions for which they believe themselves qualified. Employees will insure that their qualifications are a matter of record in their Official Personnel

Folder by periodically reviewing the folder to insure that it includes up-to-date records of their experience, education, part-time experience, training courses or seminars, awards received or similar data that may reflect improvement in their qualifications.

Section 4. When selecting officials use sick and/or annual leave records during the selection process, the records can only be used when the employee is allowed to explain the reason for taking leave at such time.

Section 5. Applicants for promotion will be evaluated on merit factors. Some sources of information which may be used in the evaluation process are experience, training, and education.

Section 6. Position vacancy announcements will be posted on official bulletin boards for at least seven (7) days before the closing date. A copy of all promotion announcements will be furnished the union upon publication.

Section 7. Qualification requirements shall be realistic for the position to be filled, with the minimum qualification standards being solely those prescribed or authorized by the Office of Personnel Management, including provisions for in-service placement and appropriate selective placement factors. Consideration of employee achievements that have earned special recognition may be part of the evaluation. Qualification standards and evaluation methods shall be reasonable, applied with fairness and equity to all candidates and developed with the intent of obtaining the highest practicable degree of validity and reliability.

Section 8. The Employer agrees that when an interview is offered any of the referred candidates, all those bargaining unit employees on the referral and selection list will be interviewed, if they are available within a reasonable period of time.

Section 9. Employees who have been downgraded from positions within the bargaining unit without personal cause and not at their own request while serving under career or career-conditional appointment will be referred to the selecting supervisor before a competitive referral and selection register is issued. Justification for non-selection must be made a matter of record by the selecting official and will be reviewed/maintained by the Civilian Personnel Office.

Section 10. When using simplified candidate evaluation procedures, all candidates who meet minimum qualifications will be rated against highly qualifying criteria (job KSA's), only those candidates who are determined to be highly qualified will be referred to the selecting official. Minimally qualified candidates will be referred only in cases where these are the only available candidates.

## ARTICLE 19 - GRIEVANCE PROCEDURES

Section 1. Purpose. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. A grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the union concerning any matter relating to the employment of any employee; or
- c. By any employee, the union, or the employer concerning:
  - (1) The effect or interpretation or a claim of breach, of a collective bargaining agreement;
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- d. Except that it shall not include a grievance concerning:
  - (1) Any claimed violation relating to prohibited political activities; or
  - (2) A retirement, life insurance, or health insurance;
  - (3) A suspension or removal for National security reasons, Sec. 7532; or
  - (4) Any examination, certification or appointment; or
  - (5) The classification of any position which does not result in the reduction in grade or pay of an employee; or
  - (6) Withholding of with-in grade increases; or
  - (7) Reduction in force actions; or
  - (8) Adverse actions against probationary employees; or
  - (9) A preliminary warning notice of an action that, if effected, would be covered under the grievance procedure of another appeal system; or
  - (10) Failure to adopt suggestions; or



- (11) Non-selection from a group of properly ranked and certified eligibles or for failure to receive a noncompetitive promotion; or
- (12) The relief sought being a disciplinary action against another bargaining unit employee; or
- (13) Termination of time limited appointments due to lack of work, lack of funds, and expiration of appointment.

All items in this subsection may be appealed under any statutory appeal procedure which is available and appropriate but may not be grieved under the negotiated grievance procedure.

Section 2. This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 3 of this article.

Section 3. Appeal and Grievance Options - An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both.

For the purpose of the section and pursuant to Section 7121 of the Act, an employee shall be deemed to have exercised his option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

When issues of discrimination have been raised under the negotiated grievance process, a complainant may file a Notice of Appeal to the EEOC of such issues up to twenty (20) days after: (1) receipt of an agency decision on the grievance and expiration of the time during which the union and the agency may move the matter to the next state of the grievance process; (2) receipt of an arbitrator's award; or (3) receipt of the decision of FLRA on exceptions to the arbitrator award.

Section 4. Question of Grievability. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. The employer agrees to raise any question of Grievability or arbitrability of a grievance prior to the time limit for the written answer in step 3 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 5. Many grievances arise from misunderstandings or disputes which can be settled promptly and satisfactory on an informal basis at the immediate supervisory level. The employer and the union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and union representatives to discuss, prepare for and present grievances, including attendance at meetings with employer officials.

Section 6. Procedural steps:

Step 1 - The employee, and his representative, will present in writing the grievance to the immediate or first-line supervisor within fifteen (15) calendar days after the occurrence of the incident out of which the grievance arose or within fifteen (15) days of first knowledge of the incident. Management will provide a written decision of the grievance to the employee within fifteen (15) calendar days of the meeting. If the matter cannot be resolved or if it is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the problem and determining the appropriate person(s) to consider the grievance at the next step.

Step 2 - If the grievance is not resolved as a result of the step 1 formal meeting the grievance may be discussed within the next ten (10) calendar days after receipt of the written step 1 decision. This meeting will be held with the aggrieved employee, the supervisor, and the official(s) at the activity (below the Commander) normally having authority to make decisions on the matter involved in the grievance, and a representative of the Union. Management will provide a step 2 decision to the employee within ten (10) calendar days of this meeting.

Step 3 - If an acceptable solution to the grievance still has not been reached, the employee may prepare a written grievance which must specify the issue(s) involved and the corrective or remedial action sought. This written grievance must be submitted within ten (10) calendar days after receipt of the required decision in the previous step to the Commander, Fort A.P. Hill; or Director of Information Management, Fort Belvoir as appropriate for a decision. A decision will be rendered within fifteen (15) calendar days.

Step 4 - If the employee is not satisfied with the decision of the appropriate commander, he may, within ten (10) calendar days submit a request to the Union in writing with a copy to the appropriate Commander that the grievance be submitted to arbitration. The union shall submit the arbitration request to the appropriate commander within twenty (20) calendar days after receipt of the employee's request. If the Union does not submit the arbitration request to the appropriate Commander within the time limits stated above, that decision will become final. Such decision will not be appealable.

Section 7. Because of the formal nature of certain actions and since preliminary considerations are given to the employee, grievances over formal disciplinary or adverse actions (written reprimands, suspension, removals) or a removal or demotion based on unsatisfactory performance will be filed at the step of the grievance procedure corresponding to the level of management that effected the decision.

Section 8. Employer Grievances - Employer grievances will be initiated by the Commander or his designee and will be submitted in writing to the President of Local 2902. The Commander's designee will meet within fifteen (15) calendar days with the Union designee to assure that all pertinent facts are available. The Union will provide the Commander with a written decision in fifteen (15) calendar days after receipt of grievance. The employer may invoke arbitration if not satisfied with that decision.

Section 9. Union Grievances - Union filed grievances may be submitted in writing by the Local President (or his designee) directly to the appropriate Activity commander at step 3. The Commander or his designee and the Local President or his designee will meet within fifteen (15) calendar days after receipt of the grievance to discuss the grievance. The commander shall give the Local President his written answer within fifteen (15) calendar days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to Arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

Section 10. All time limits referred to in this Article are in calendar days and may be extended by mutual agreement of the parties concerned. If any step falls due on a Saturday, Sunday or Holiday, such time limit will be extended to the next work day.

## ARTICLE 20 - ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within thirty (30) calendar days after issuance of the final decision, shall be submitted to arbitration.

Section 2. Within seven (7) calendar days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar

days after the receipt of such list. If they can't mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven (7) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case 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.

Section 4. 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 5. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic work week. All employee representatives, employee appellants, and the employee witnesses otherwise in a pay status shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

Section 6. The arbitrator will be requested to render his decision as quickly as possible but in any event, not later than thirty (30) days after the conclusion of the bearing unless the parties mutually agree to extend the time limit.

Section 7. The arbitrator's award shall be binding on the parties, however, either party may file exceptions to, an award with the Federal Labor relations Authority, under regulations prescribed by the Authority. Exceptions filed by Management will be filled by the Agency head.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

## ARTICLE 21 - SAFETY AND HEALTH

Section 1. The Union realizes that safety is the responsibility of the Employer. However, the Union will assist the Employer in safety programs and encourage all employees to observe safety regulations. Any unsafe condition shall be reported to the Employer for investigation and action. The Employer has an obligation to take prompt and appropriate action if an unsafe condition or act is proven by investigation.

Section 2. The Employer agrees to an emergency aid program. In case of a job-related injury or job-related sickness, an employee may not be required to resume work against a doctor's determination that the employee is not physically fit for the duty. An employee may be assigned to another job temporarily if his injury is of a nature that incapacitates him from his regular job.

An employee sent to a hospital shall be furnished transportation by the Employer if his condition precludes travel by private or public transportation.

Section 3. All employees shall be encouraged to report all on- the-job accidents immediately, as required by existing regulations. The Employer will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees.

Section 4. It is agreed that the determination of hazardous jobs shall be determined by the employer. If there is a disagreement, the employee has the right to have a Union representative present.

Section 5. The Employer agrees to furnish protective clothing and equipment necessary for the performance of assigned work. The Union may recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Employer's Post Safety council. Such recommendations shall receive prompt consideration. The union will assist Management in insuring that employees will wear safety equipment when required by Management.

## ARTICLE 22 - FACILITIES AND BULLETIN BOARDS

Section 1. The Employer will provide the Union with office space capable of being secured when not in use.

Section 2. Literature and/or notices may be posted on official bulletin boards in the unit. Bulletin boards (minimum space 2 feet by 3 feet, designated as "Union Material") are furnished for the convenience of the Union, which is solely responsible for its material. Literature posted must not violate the law, the security of the activity, or contain scurrilous or libelous material.

Section 3. The Employer will provide space in which to hold union meetings during the unit employees' non-duty hours. The Union will leave such space in an orderly condition.

## ARTICLE 23 - GENERAL PROVISIONS

Section 1. Each employee shall be at his job site, ready to work, at the scheduled starting time of the shift and the conclusion of his lunch period. If an employee is required by the Employer to perform any work or duty either before or after his regular duty hours, he shall be so directed and compensated at the appropriate rate of pay for such work or duty. This is not intended to prevent employees volunteering to turn lights or air-conditioning on or off, or to close doors, and other such related functions at the beginning or ending of the work day.

Section 2. The Union will support the Employer's blood donor, saving bonds, alcohol, drug abuse and other public service programs. The problems of alcoholism and drug abuse are recognized as ones in which both parties have an obligation. Therefore, the parties agree to counsel those employees identified as having a problem to seek aid and medical treatment.

Section 3. The security and protection of Government property are of vital concern to both parties. The parties will cooperate in preventing theft of Government property by improving security of work and storage areas and by educating the employees in the consequences of conviction for theft.

Section 4. Unless expressly prohibited by rules and regulations, the Union shall have membership on established committees directly affecting the working conditions of employees in the unit.

Section 5. The Employer will furnish each employee within the unit a copy of this Agreement.

Section 6. The Employer will furnish the Union current organizational charts, and on an annual basis, a complete and up- to-date personnel listing of all unit employees. Each such listing shall include the name, work location and occupational code of each employee. The personnel listing will not be used for soliciting new members.

Section 7. The Union may use the Employer message center service to send notices and correspondence to Union representatives when it does not interfere or place an undue burden on the service.

Section 8. So that complaints may be responded to with appropriate merit, the Union when presenting complaints/grievances to Management will specify dates, times, specific circumstances, and individuals involved. It is understood that without this specific information, management cannot provide appropriate remedial action.

#### ARTICLE 24 - VOLUNTARY ALLOTMENTS FOR PAYMENT OF DUES

Section 1. Employee organization Responsibilities - The Union will assume responsibility for:

- a. Informing and educating its members on the voluntary nature of the system for the allotment of employee organizational 'dues, including the conditions under which the allotment may be revoked.
- b. Purchasing and distribution of its members Standard Form 1187.

- c. Having each participating employee forward properly executed standard Form 1187 to the Union Financial Officer who will review it for correctness, certify it, and forward to the Accounting Division responsible for payroll for the employee.
- d. Promptly forwarding an employee's revocation (memorandum or standard Form 1188, Revocation of Voluntary Authorization for an allotment of compensation for Payment of Employee Organization Dues to his servicing Accounting Division when such revocation is submitted to the Union.
- e. Informing the appropriate Accounting Division of any change in the amount of membership dues.
- f. Informing the appropriate Accounting Division of any participating employee who is expelled or ceases to member in good standing in the Union within ten days of the of such final determination.
- g. Keeping the Employer Accounting Division currently informed as to the name, title, and address of the Union Financial Official.

Section 2. Management Responsibilities - The Employer is responsible for:

- a. Permitting and processing voluntary allotment of dues after determining that an employee has submitted a proper supplementary agreement in accordance with this Article (Standard Form 1187).
- b. Withholding dues on a biweekly basis.
- c. Notifying the employee and the Union Financial Officer to whom the remittance is sent when an employee is not eligible for an allotment (dues withholding) and notifying the Union Financial Officer upon revocation of an allotment by an employee. The Employer is responsible for this notification.
- d. Withholding new amounts of dues upon certification from the union Financial Officer so long as the amount has not been changed during the past twelve months.
- e. Providing a remittance listing to the Union Financial Officer containing the following information:
  - (1) An alphabetical listing of employees indicating the following information:
    - (a) Employees having dues withheld from the current pay period.

- (b) Employees for whom deductions have been authorized during the current pay period.
- (c) Employees for whom deductions were authorized during the previous pay period but for whom deductions are not made in the current pay period.
- (d) Union number (or code indicator).

(2) The gross amount deducted.

Section 3. Joint stipulations:

- a. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the employee organization. If the employee organization is not scheduled to receive a remittance check after discovery of the error, the employee organization agrees to promptly refund the amount of erroneous remittance.
- b. An allotment shall be terminated when the employee leaves the unit as a result of resignation, retirement, transfer, or other separation from the rolls of the activity, reassignment, promotion or other personnel action; when the dues withholding agreement between the activity and the labor organization is suspended or terminated; or when the employee has been suspended or expelled from the organization or upon loss of exclusive recognition by the labor organization.

Section 4. Effective Dates - The effective dates for actions under this Article are as follows:

- a. Starting Dues Withholding: Effective beginning of first pay period after date of receipt of properly executed and certified standard Form 1187 in Accounting Division.
- b. Change in amounts of Dues: Effective beginning the first pay period after receipt of certification by an authorized Union representative.
- c. Revocation by Employees:
  - (1) Members who elected to pay dues by payroll deduction on/or prior to 1 September 1978, may withdraw 1 September 1979 and each 1 September thereafter.
  - (2) Members who elected to pay dues by payroll deduction after 1 September 1978, may withdraw on the annual anniversary date of their allotment.



Thereafter, he/she may withdraw on the one-year anniversary date of their allotment.

- d. Termination Due to Loss of Membership in Good standing: Effective beginning of first pay period after date of receipt of notification by employee or an authorized Union representative.

## ARTICLE 25 - DURATION AND CHANGES

Section 1. The effective date of this Agreement is the date of approval by the U.S. Army Forces command or the 31st day after the date of execution of the Agreement by the Parties if the U.S. Army Forces Command has not approved or disapproved the Agreement by that date.

Section 2. The Agreement shall remain in effect for three (3) years from the effective date as determined above. However, either Party may give written notice to the other, not more than ninety (90) days nor less than sixty (60) days prior to the three year expiration date for the purpose of renegotiating this Agreement. The present Agreement will remain in full force and effect during renegotiating of said Agreement and until such time as a new Agreement is approved.

Section 4. If neither party serves notice to renegotiation this Agreement, the Agreement shall be automatically renewed for three years, subject to the other provision of this Article.

Section 5. By mutual consent of the parties, this Agreement may be reopened for amendment at any time it is considered that a portion of the Agreement is unworkable.

Section 6. During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable law and regulations of appropriate authorities which could affect bargaining unit employees, including court decision and decisions of the Federal Labor Relations Authority, and the Federal Service Impasses Panel. Any supplements will remain in effect in accordance with the provisions of this Article.

Section 7. Any request for amendment, supplementation or renegotiation from either party shall be in writing and must include a summary of the changes proposed and the reasons therefore. Within thirty (30) days after receipt of such request representatives of the parties shall meet to discuss the changes proposed and to negotiate those proposals where change is found warranted. Negotiations will be limited to the previously proposed changes, except at the three year expiration date. Any amendments or supplements shall terminate on the same date as the basic Agreement.

Section 8. Termination of this Agreement will not in and of itself terminate the recognition granted the union.

Section 9. This Agreement may be terminated (a) by mutual consent of both parties and (b) at any time it is determined and established that the Union is no longer entitled to exclusive recognition under the Federal service Labor Management Relations statute.

#### ARTICLE 26 - PART TIME, ON CALL, SEASONAL AND INTERMITTENT EMPLOYEES

Section 1. An employee who has an established reporting time on certain days of the week will be considered to have been "scheduled" whether or not he/she was required to remain at work any certain period of time. Non-intermittent/on call/seasonal employees covered by this Article will be scheduled in advance of the pay period when work is to be performed. The parties recognize that government wide regulations provide that the employer will not arbitrarily schedule or fail to schedule any employee in advance of the pay period to work at some time during each administrative work week solely to avoid the conversion of the employee to part-time, seasonal or on-call status.

Section 2. The employer agrees that FPM Letter 340-2 and any future Chapter 340 of the FPM are properly defined as regulations of appropriate authorities until superseded in accordance with Article 3 of the agreement.

Section 3. Once scheduled, part time, on call and seasonal employees may be unscheduled only for good reason, in accordance with applicable regulations and pre-established conditions of employment.

#### ARTICLE 27 - PERFORMANCE APPRAISAL

Section 1. The Employer will maintain a performance appraisal program that will comply with the Civil Service Reform Act of 1978 and implementing regulations. The program will include performance standards which will permit the accurate evaluation of an employee's performance of the duties and responsibilities of his job on the basis of objective criteria related to the individual employee's position. An employee who believes that he/she has been adversely affected by application of a performance standard may raise the issue of whether the performance standard, as applied to the employee is fair and reasonable in any grievance proceeding or arbitration concerning the matter.

ARTICLE 28 - HAZARDOUS DUTY PAY (HDP) AND ENVIRONMENTAL DIFFERENTIAL PAY (EDO)

Section 1. Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDO) will be paid to employees in accordance with appropriate Federal Personnel Manuals and the Fort A.P. Hill policy memorandum.

Section 2. Hazardous Duty Pay for GS Bargaining Unit Employees located at the Ammunition Supply Point (ASP):

a. Bargaining unit GS employees are entitled to HDP when authorized to enter the interior of the Ammunition Supply Point (2nd Gate). 25% differential.

b. Bargaining unit GS employees are entitled to HDP when experimental and/or unknown explosive materials are within the SAP compound area. This HDP determination will be made by the FAPH QASA (Ammo) or in his/her absence the WG Ammo Inspector. 25% differential

APPENDIX A

USE OF OFFICIAL TIME FOR REPRESENTATIONAL FUNCTIONS

PART I - TO BE COMPLETED BY REQUESTING UNION REPRESENTATIVE

- a. Name of Requester \_\_\_\_\_
- b. Organization/Division \_\_\_\_\_
- c. Date on which time is to be used \_\_\_\_\_
- d. Estimated time of departure \_\_\_\_\_
- e. Estimated time of return \_\_\_\_\_
- f. Telephone Usage (Time required) \_\_\_\_\_
- g. Purpose:
  - 1. Check as appropriate:
    - \_\_\_\_\_ Grievance Procedure
    - \_\_\_\_\_ Management-Union Meeting
    - \_\_\_\_\_ Labor Negotiations
    - \_\_\_\_\_ Other (Specify)
  - 2. Employee represented \_\_\_\_\_

\_\_\_\_\_  
Signature of Requester \_\_\_\_\_  
Date

PART II SUPERVISOR'S ACTION (Check as appropriate)

- a. \_\_\_\_\_ Request is approved
- b. \_\_\_\_\_ Request is disapproved as shown in remarks
- c. \_\_\_\_\_ Request is modified as shown in remarks
- d. \_\_\_\_\_ Remarks: \_\_\_\_\_

Alternate time and date offered: \_\_\_\_\_

\_\_\_\_\_

Signature of Supervisor

\_\_\_\_\_

Date & Time of Approval

PART III - ACTUAL TIME USED - TO BE COMPLETED BY UNION REPRESENTATIVE

- a. Time out \_\_\_\_\_
- b. Time in \_\_\_\_\_
- c. Actual Time Expended \_\_\_\_\_

\_\_\_\_\_

Signature of Union Representative

\_\_\_\_\_

Date

PART IV - REPORTING OF DIMINIMSS TIME (LESS THAN 3 MINS. PER CONTACT  
(DOES NOT REQUIRE PRIOR MANAGEMENT APPROVAL)

- a. Employee contacted \_\_\_\_\_
- b. Time used \_\_\_\_\_ (min. (s))

IN WITNESS WHEREOF the parties hereto have entered into this agreement this \_\_\_\_ day of \_\_\_\_\_ 2019.

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JOSEPH G. ROMENICK  
President, Local 2902, AFGE

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CRAIG WONSIDLER  
Commander, Fort AP Hill

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KENNETH R. DRENNAN  
DOIM, Fort Belvoir /  
U.S. Army Signal Activity – Fort Belvoir

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PHILP T. GRIGNON  
CPAC, Fort Belvoir

**Signatures above signify agreement to extend Agreement Between Fort A.P. Hill, Virginia and Local 2902, American Federation of Government Employees, Fort A.P. Hill from 1 January 1999 to 1 January 2002.**