

1990
NEGOTIATED AGREEMENT
FOR
NONAPPROPRIATED FUND
EMPLOYEES
UNDER PUBLIC LAW 95-454

BETWEEN
THE UNITED STATES ARMY
FORT BELVOIR, VIRGINIA

AND
LOCAL 1052
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

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PREAMBLE

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

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

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

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

NOW, THEREFORE this agreement is entered into by and between U.S. Army, Fort Belvoir, Virginia, hereinafter referred to as the "Employer", and Local 1052, American Federation of Government Employees, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION AND UNIT DEFINITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative of all employee of the unit defined in Section 2 below.

Section 2: a. The following employees are included in the bargaining unit covered by this agreement:

All nonsupervisory employees paid from Nonappropriated Funds of USAFB Fort Belvoir, Virginia, serving under Regular Full-Time and Regular Part-Time appointments at Fort Belvoir, Virginia.

b. Specifically excluded from the unit are supervisors, management officials, professional employees, guards, employees engaged in Federal or Nonappropriated Fund personnel work in other than a purely clerical capacity, confidential employees, employees paid from Nonappropriated Funds serving under appointments other than Regular Full-Time or Regular Part-Time, and employees of the Army/Air Force Exchange Service and Army/Air Force Motion Picture Service.

ARTICLE 2
ARBITRATION

Section 1. Should the parties fail to reach a satisfactory adjustment of the issues through the grievance procedures defined in Article 10m either party may exercise the option to refer the matter to arbitration. To be considered timely, the party requesting arbitration, within thirty (30) calendar days after receipt of the final grievance decision must:

a. Deliver the request to refer the matter to arbitration to the Union Office and/or the MER Division, CPO; and

b. Request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five impartial persons qualified to act as arbitrators

Section 2: The parties shall make arrangements to meet within ten (10) working days after receipt of the list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union shall each strike one arbitrator's name from the list of five and will repeat the procedure until only

one name remains; this remaining individual shall be the duly selected arbitrator. The parties will toss a coin to determine which shall have the first strike.

Section 3. Should either party refuse to participate in the selection of an arbitrator, fail to take action, or unduly delay the proceedings, the FMCS shall be empowered to make a direct designation of an impartial arbitrator to hear the case.

Section 4. If a date for the arbitration hearing has been agreed to by the arbitrator "" and both parties, either side may request postponement if necessary. The party requesting the delay will be responsible for communicating with the arbitrator and requesting a new hearing date. If one party withdraws from arbitration OP settles the case prior to the arbitration hearing 1 that party shall pay the full cost of any cancellation fee charged by the arbitrator.

Section 5. Representatives of the Employer and the Union shall meet at least seven (7) calendar days before the date of the arbitration to exchange lists of witnesses and attempt to settle or agree on the issue to be arbitrated.

Section 6. Normally, an arbitration will be an oral proceeding. However, either party may make arrangements to have a verbatim transcript made by an authorized court reporter. The party requesting the transcript will pay for the court reporter. If the other party requests a copy of the transcript; they may either purchase the transcript from the court reporter or split the cost of the court reporter. If the parties mutually agree that a transcript should be made, the cost of the transcript will be split.

Section 7. The arbitrator shall have no power to add to or subtract from, disregard or modify any of the terms of this agreement and the award must be fully consistent with all pertinent laws and regulations.

Section 8. 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 when a case is complex -and would involve more than one hearing day.

Section 9. The arbitrator's decision will be in writing. Include a statement of the basis for the decision, and shall be furnished concurrently to the Union and the Employer.

Section 10. The arbitrator's fee and the expenses of the arbitration, including the cost of the arbitrator's travel expenses and per diem shall be paid by the losing party. In those cases where the arbitrator's decision does not clearly establish the "loser", costs will be shared equally by both parties.

Section 11. The arbitration hearing will be held on the Employer's premises during regular day shift hours of the basic workweek. An employee of the unit serving as the grievant's representative, the aggrieved employee, and the employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in the arbitration hearing without loss of pay or charge to annual leave. Employee participants on shifts other than the regular- day shift will be considered to be in a duty status for the period of time when their presence is required at the hearing.

Section 12. The arbitrator's award shall be binding on the parties and will be implemented within thirty (30) calendar days after the date the award is issued, unless either party files an exception to an award with the Federal Labor Relations Authority (FLRA), under regulations prescribed by the Authority.

ARTICLE 3 CONTRACTING OUT

Section 1. The Employer will notify the Union when it is known or planned to contract out duties being performed by bargaining unit employees. The Employer will provide appropriate information on contracting out and will provide additional allowable information as it is developed or becomes known.

Section 2. Where practicable the Employer may retain or reassign affected employees to other positions for which they may qualify.

Section 3. The Employer agrees that contracting out of work traditionally done by bargaining unit employees will be in compliance with governing policies, regulations, and laws.

Section 4. The Employer will solicit Union suggestions for improving the in-house organization and Performance Work Statement (PWS) accuracy; suggestions will be forwarded to the Employer within thirty (30) calendar days after receipt of the Union's submission.

ARTICLE 4
DATE AND DURATION

Section 1. This agreement shall remain in effect for three (3) years from the effective date.

Section 2. If either party wishes to renegotiate this agreement, they must provide written notice to the other of their desire to do so at least sixty (60), but not earlier than one hundred-five (105) calendar days immediately preceding the expiration date. Within a reasonable period of time after receipt of such notice the parties will commence negotiations.

Section 3. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for one (1) year periods.

ARTICLE 5
DISCIPLINARY ACTIONS

Section 1. The broad objective of discipline is to prevent prohibited activities and to motivate employees to conform to acceptable standards of conduct. Discipline is a part of the daily responsibility of supervisors and not merely the action taken at times when an employee deviates from acceptable forms of conduct. The supervisor's most effective means of maintaining discipline is through the promotion of cooperation, of sustained good working relationships, and of the self-disciplined and responsible performance expected of mature employees.

Section 2. Disciplinary actions, for the purpose of this article, shall be defined as follows:

- a. Oral Written Admonishments.
- b. Letters of Reprimand.
- c. Suspensions.
- d. Separations for Cause.
- e. Demotion for conduct.

Section 3. Disciplinary actions will be taken only for such cause as will promote the efficiency of the service.

Section 4. When a suspension or separation is proposed, the notice will contain the charge and reason for the proposed action, information regarding the time limit to reply, the party to whom the employee is to respond, and the employee's right to representation. If such actions are sustained and a decision to suspend or separate is given, the employee may grieve the action as specified in Article 10, Grievance Procedure. The employee has seven (7) calendar days to reply to the proposed charges, either orally or in writing or both.

Section 5. The Union will be sent a sanitized copy of all disciplinary actions, including but not limited to written reprimands, suspensions, proposed actions, decision letters, etc.

Section 6. The management official who is making a decision on a proposed action will fully consider any reply made by the employee before issuing a decision.

Section 7. Employees will be permitted to review their DA Form 3438, and upon request, will be furnished a copy.

Section 8. Normally, at least ten (10) calendar days advance notice will be given before the employee may be suspended.

Section 9. The Employer agrees that employees shall be informed of the services of the appropriate DA counseling program when and if there appears to be a problem associated with possible alcohol or drug abuse.

ARTICLE 6 DUES DEDUCTIOUS

Section 1. To be eligible to make a voluntary allotment for the payment of Union dues, an employee must:

- a. Be in the bargaining unit covered by this agreement;
- b. Receive a regular net salary;
- c. Voluntarily request an allotment for the payment of Union dues on the prescribed form (SF-1187) which has been certified by an authorized Union official.

Section 2. a. The amount of dues certified on the SF-1187 will remain unchanged until an authorized Union official provides written certification to the payroll office that the amount of

dues has changed. A new SP-1187 will not be required.

b. Changes in the amount deducted for Union dues will be effective not later than ONE (1) full pay period following receipt by the payroll office of the Union's certification of changes in its dues.

Section 3. a. Dues allotment may be voluntarily revoked in accordance with 5 USC Section 7115(a), namely that "any such (dues) assignment may not be revoked for a period of one (1) year. The initial r-evocation period will be effective the first full pay period after an elapse of one (1) year. Therefore, an Employee's SF-1188 will be honored the first full pay period after September 1st each year.

b. Copies of any voluntary revocations will be forwarded to the Local Treasurer at the address on record, within five (5) working days of the date received in the payroll office. Revocation by employees shall be in duplicate, preferably on the SF-1188, and shall be forwarded by the NAF Personnel Division to the payroll office. A written request for dues allotment revocation which is otherwise in order and signed by the employee, will be accepted and acted upon even though not submitted on an SF-1188.

Section 4. The Union shall:

a. Inform and educate its members on the voluntary nature of dues allotment program, including conditions governing revocation of dues allotments.

b. Purchase and distribute the SF-1187's to its members.

c. Certify on the SF-1187 the amount of dues to be withheld each biweekly pay period.

d. Promptly forward completed SF-1187's through the MER Division, CPO to the servicing NAF payroll office.

e. Furnish written notice to the payroll office of the name and address of the Union official to whom dues withheld from employee's pay are to be transmitted.

f. Provide the payroll office written notification concerning:

(1) Changes in the amount of Union dues.

(2) The name of any employee who has been suspended, expelled or ceased to be a member in good standing in the Union within ten (10) calendar days after the date of such determination.

(3) Changes in the address of the Treasurer, Local 1052, AFGE to whom dues withheld from employees are to be sent.

Section 5. The Employer shall:

a. Purchase SF-1188's and have them available for employees at the Civilian Personnel Office.

b. Forward a copy of the SF-1188 to the Treasurer of Local 1052, within ten (10) calendar days of receipt.

Section 6. It is agreed that the following procedures shall govern the voluntary allotment of dues:

a. Withholding of Dues:

(1) Upon receipt of a properly completed SF-1187, the payroll office shall arrange to withhold Union dues in accordance with procedures by which employees are regularly compensated.

(2) The dues deduction shall be effective not later than one (1) full pay period following receipt of the SF-1187 by the payroll office.

b. Remittance of Dues.

(1) The payroll office shall remit, by check, the dues withheld after each pay period for which deductions are made. Checks for the payment shall be made payable to and forwarded to: Treasurer, of Local 1052, AFGE at the address of record.

(2) The remittance checks shall be accompanied by the Union Dues Deduction Report, which will contain the following information:

(a) Identification of the payroll office reporting the data and the Union Local to receive the dues.

(b) Pay period ending date.

(c) The name of each member whose dues were forwarded to the Union and the amount of dues withheld.

(d) The gross amount deducted and the amount remitted to the Union local.

(3) Checks will be mailed to the Union within fourteen (14) calendar days following the close of the pay period.

ARTICLE 7 EMPLOYEE RIGHTS

Section 1. The Employer and the Union agree that each employee in the unit has the right, freely and without fear of penalty or reprisal, to form, join or assist a labor organization or to refrain from such activity, and each employee shall be protected in the exercise of such right. Except as otherwise expressly provided in the Civil Service Reform Act, this right includes the right to act for a labor organization, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities. This right does not authorize participation in the management of a labor organization or act as a representative of such an organization by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with the law or regulation.

Section 2. The Employer will assure that management officials are apprised of the rights described in Section 1, and that interference, restraint, coercion, or discrimination is not practiced within the unit to encourage or discourage membership in a labor organization. The Union will assure that employees in the unit are apprised of the rights described in Section 1.

Section 3. Any employee has the right, regardless of Union membership to bring matters of personal concern to the attention of appropriate officials, including Congress, in accordance with applicable laws, rules, regulations, or established policies; and to represent himself/herself, or to choose an attorney or another representative of his/her own choosing in an appellate action. When the negotiated grievance procedure is utilized, the employee or group of employees presenting the grievance may be represented only by the Union; however, an employee or group of employees may present a grievance to the Employer in their own behalf as long as the Union has been given an opportunity to be present at the grievance proceeding.

Section 4. Employees shall not be required to become or to

remain a member of labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by an employee for the payment of dues through payroll deductions, or by cash to the Union.

Section 5. An employee will be allowed reasonable and necessary official time to seek aid and advice from the Union and/or steward concerning any work-related problem, complaint, grievance, appeal, etc., as well as to prepare said grievance, appeal, EEO complaint, etc.

Section 6. An employee desiring to leave his/her duties to secure advice and assistance of the Union and/or steward will obtain his/her supervisor's permission before doing so. If the supervisor cannot release the employee at that time, the employee will be advised of the time he/she can be released from duty, Section 7. Employees have the right to conduct their private lives as they desire; however, should the employee's conduct reflect negatively on the efficiency of the Employer, that behavior will be of concern to the Employer. In performing official duties, employee conduct will be guided by the Code of Conduct for Government Employees.

Section 8. a. For any document that an employee is required to sign, upon request, the employee will be given a full explanation. If the employee still does not understand it, he/she may request Union representation before signing it.

b. If an employee refuses to sign for a disciplinary action, adverse action or performance document, no action of any kind will be taken against him/her for refusing to sign the document.

Section 9. The parties agree that employees should present their work-related problems to the lowest level supervisor able to deal with the problem. However, an employee has the right to communicate with a Union representative, EEO Counselor, or other Employer official regarding personal concerns. When an employee seeks a meeting with one of the above officials or representatives, the employee shall request to be excused from official duties by the immediate supervisor and shall provide the supervisor with the meeting's location and approximate duration. No action will be taken against the employee for requesting this meeting.

Section 10. Excluding medical and security records, employees

will be informed when documents that may have an adverse effect on the employee are placed in a formal Employer records system by the activity. Supervisors may keep private notes (for their eyes only) on employees to prevent errors arising from memory alone; employees will be informed that notes are being kept.

Section 11. Whenever an employee reasonably believes that a formal discussion between management/supervisor and the employee could lead to disciplinary action, the employee may ask for a Union representative. The meeting will cease until the representative is afforded an opportunity to be present.

ARTICLE 8 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union will cooperate in providing equal opportunity for all persons in every aspect of employment without regard to race, color, religion, sex, age, national origin, or mental or physical handicap.

Section 2. The Union may submit nominees for positions of Equal Opportunity (EEO) Counselors. The Employer agrees to consider such nominees along with all other individuals nominated, but retains the right of final selection.

Section 3. Upon the development or updating of the Employer's Affirmative Action Plan, the Employer will solicit the Union's views and recommendations regarding situations involving EEO requiring correction and improvement for inclusion in the plan. The Employer will give full consideration to such suggestions submitted by the Union when received by the established deadline.

Section 4. It is agreed that the current Affirmative Action Plan will be available to the bargaining unit. The Plan or a notice of where the Plan may be obtained will be posted at a location readily available to bargaining unit- employees.

Section 5. The Union agrees to support the Employer's EEO Program and will bring to the Employer's attention information on any practices pertaining to civilian employees in the unit which they believe are discriminatory. Such information shall be advisory in nature and will be submitted in writing.

Section 6. It is agreed that the Union may nominate, in writing, one representative to serve on an EEO Committee who meets the established criteria for all other members. The representative

will demonstrate commitment to the EEO Program and regularly attend meetings when scheduled.

Section 7. The Employer will, upon request, provide to the Union, on a quarterly basis, statistical information regarding precomplaint counseling activities and complaint processing relating to the bargaining unit.

Section 8. Any allegations of discrimination are subject to the grievance procedure of the statutory appeals procedure only after the complainant has exhausted his/her rights under the Fort Belvoir informal counseling procedure.

ARTICLE 9 GLOSSARY

Agreement	Collective Bargaining Agreement
All, any	Such absolute terms refer to employees in the bargaining unit unless otherwise specified. Example "all" vacancies mean vacancies in t the bargaining unit.
Arbitration	Negotiated procedure for settling disputes in Accordance with Article 2
Award	A form of recognition which is monetary, written or both.
AWOL	Any absence from duty which was not authorized And for which leave must be denied.
Bargaining Unit	As defined by Article 1, Section 2.
Contract (Labor)	Collective Bargaining Agreement.
Counsel/Counseling	A discussion between the supervisor and employee.

	Normally one-on-one, in which the issue(s)/ Problem(s) and the action needed or expected to get The desired results or achievement are identified.
Critical Element, Critical Performance Element	Each major duty that is essential to successful performance.
Exclusive Recognition	The bargaining unit as defined in Article 1, Section 2.
Flexitime	The system whereby an employee may choose his/her starting/quitting time on a daily basis. Time worked must equal at least 80 hours per pay period for regular employees.
Grievance	As defined by Article 10, Section 2.
Impertinence	A variety of behaviors that are not within proper bounds.
Injury Compensation	The pay (compensation) and cost of medical care provided to civilian employees for personal injuries sustained while in a duty status or due to diseases relating to their employment.
Insubordination	Refusal to obey orders.
Internal Union Business	As defined in Article 20, Section 7.
Liberal Leave	Employees may request annual leave without seeking advance approval for the leave.
LWOP	Leave-Without-Pay – A temporary status of absence from duty which may granted on request of an employee, for which no pay is received.
MER	Management-Employee Relations

	Division of the Civilian Personnel Office.
Negotiate	To bargain in good faith by all parties.
Official Time	Time counted toward the work day without charge to leave or loss of pay
Other Duties as Assigned	A mandatory, unnumbered paragraph on all General Schedule, Federal Wage System, and NAF position descriptions which is used to make clear that the content of the position description does not prevent a supervisor from adding or changing recorded major duties.
Reasonable and/or Necessary Time	The amount time that is reasonably necessary to accomplish the task for which the time is requested.
Resignation	Separation at an employee's request.
RIF	Reduction-in-Force
Supervisor	An individual having authority to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees; to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.
Union	Local 1052, American Federation of Government Employees (AFGE)
Union Officer	An elected official of the

Union, or appointed pending election (e.g., the President, Vice-President, Secretary-Treasurer) as opposed to the stewards who are appointed.

Union Spokesperson	The Union President, Secretary-Treasurer, or Designee
Union Representative	Elected officers, appointed stewards, or designated Representatives
Valid Complaint	An expression of dissatisfaction which is justified.
Working Days (For Grievance)	Monday through Friday – excluding holidays.

ARTICLE 10 GRIEVANCE PROCEDURES

Section 1. The purpose of this article is to provide a mutually acceptable method for- p11
o1r1pt and equitable settlement of all grievances.

Section 2. A grievance means any complaint:

- a. By an employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matters; relating to the employment of an employee; or
- c. By an employee, the Union, or the Employer concerning:
 - (1) The effect or interpretation of a claim of breath of the agreement.
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, regulation, or policy affecting conditions of employment.
- d. Except it shall not include a grievance concerning:
 - (1) Any claimed violation relating to political

activities.

- (2) Retirement, life insurance, or health insurance.
- (3) A suspension or removal under 7532 of Title VII.
- (4) Any examination, certification or appointment.
- (5) The classification of any position which does not result in the reduction-in-grade or- pay of an employee.
- (6) Termination of a temporary promotion within either the maximum period and return of the employee to the position from which promoted or reassignment to a position that is not at a lower grade or level than the position from which temporarily promoted.
- (7) The nonadoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award.
- (8) A warning or notice of an action, which if effected, would then be grievable under this agreement.
- (9) Termination of probationary employees or of temporary employees with a definite time limitation, term employees, or annuitants on or before the expiration date of appointment.
- (10) Allegations of mismanagement, when no form of personal relief to the employee is appropriate rating.
- (11) Advance warning of an unsatisfactory performance.

Section 3. Representatives and employees will be granted reasonable and necessary official time to receive, investigate, prepare and present a complaint, grievance, appeal, etc. This time will granted in accordance with Article 20, Section 6.

Section 4. This negotiated procedure shall be the exclusive procedure available to the employees in the bargaining unit and/or the Union for resolving grievances. Only the Union will represent employees under this grievance procedure, however, the grievant may represent himself/herself. If an employee presents a grievance without Union representation directly to the Employer, the Union has the right and will be accorded the opportunity to be present during the grievance proceedings.

Section 5. 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 Section 8. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 6. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily 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 parties 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/her performance, or his/her loyalty or desirability to the organization. Furthermore, the filing of a grievance will not reflect unfavorably on the quality of supervision or on the general management of the organization.

Section 7: The parties agree that any complaint initiated by a Bargaining Unit employee, in which a proposal notice was issued and a chance to reply provided such as a separation for cause, demotion for performance or disciplinary reasons, or a suspension, shall be presented, in writing, at the Step 2 level to the appropriate Division Chief having authority to deal with the issue in dispute within fifteen (15) working days of the effective date of the action, or, when the employee became aware of it.

Section 8. When there is an individual or group grievance to be resolved, the following procedures will apply:

a. Step 1. Any grievance shall first be taken up orally by the concerned employee, and/or Union representative, with the appropriate Employer representative who has the authority to settle the matter. Grievances must be presented within fifteen (15) working days from the date the employee or Union became formally aware of the matter giving rise to the grievance, or the effective date of the action. When a complaint is made under this section, the supervisor will be informed that it is a grievance, and what article of the contract, regulations, or law have been violated, misinterpreted or misapplied. The supervisor will give the Union and the employee his/her answer in writing within ten (10) working days of the final meeting with the original to the Union and a copy to the employee at the same time.

b. Step 2. If the matter is not satisfactorily settled at Step 1, the employee and/or Union representative may within eight

(8) working days submit the matter, in writing, to the appropriate Directorate level official. The Employer representative will make arrangements to meet with the Union representative and any aggrieved employees within eight (8) working days after receipt of the grievance. The official who hears the grievance shall give the Union representative and the employee a written answer within ten (10) working days after the final meeting. The following information is required to be submitted by the grievant:

- (1) The nature of the grievance.
- (2) Date of occurrence.
- (3) Remedial action requested.
- (4) Name and telephone number of the grievant's representative, if any.
- (5) The date, grievant's name, telephone number, and signature of the representative and/or grievant.

c. Step 3. If the grievance is not settled at Step 2, the grievant and/or Union representative, may within eight (8) working days forward the grievance through the MER Division of the Civilian Personnel Office to the Commander or designee/for further consideration. The Commander, or designee will review the grievance and will make arrangement within eight (8) working days to meet with the grievant and the Union representative. A written answer will be furnished the Union and the grievant within ten (10) working days after the final meeting.

Section 9. Employer/Union Grievances. Grievances by the Employer or the Union under this agreement will be processed as follows:

a. The grievance must be submitted in writing within twenty-one (21) workdays of the date of the occurrence of the event which gave rise to the grievance or the date the aggrieved party became aware of the event. Union Grievance will be filed with the Commander through the MER Division of the Civilian Personnel Office. Grievances filed by the Employer will be addressed to the President, Local 1052, AFGE. The written grievance from either party will contain the following information:

- (1) A statement of the grievance.
- (2) Date of the occurrence or awareness of the occurrence

(3) Citation of the Article and Section of the contract involved, if applicable and/or other specifics, as stated in Section 2.

(4) Identify corrective action sought.

b. Upon receipt of a grievance, the Union President or designee, and the Commander or designee, will meet at a mutually agreed upon time to discuss the grievance. Action will be taken to arrange a meeting within fifteen (15) workdays after receipt of the grievance.

c. The party against whom the grievance is filed will render a written decision to the aggrieved party within fifteen (15) workdays after conclusion of the final grievance meeting.

d. If the decision rendered is not acceptable to the Union/Employer, arbitration may be evoked under the provisions of Article 2 of this agreement.

Section 10. a. Time frames referenced in this article may be extended at the request of either party, by mutual consent. Verbal requests will be confirmed in writing.

b. If the Employer does not respond within the time limits, the grievance may be elevated to the next step.

c. Failure of the Union or grievant to observe the stated or extended time limits shall constitute withdrawal of the grievance.

ARTICLE 11 HEALTH & SAFETY

Section 1. The Employer has the responsibility to furnish bargaining unit employees places and conditions of employment that are safe from undue job hazard. If and when such conditions are recognized, the Employer will take appropriate action to correct the situation, including reassignment of employees, if appropriate, as determined by the Safety Office.

Section 2. The Employer agrees to provide first aid treatment for injury and/or illness or obtain emergency first aid assistance if it becomes necessary during working hours.

Section 3. All accidents shall be processed in accordance with applicable regulations. When notified of an on-the-job injury, the

Employer will provide the LS 202 (Employer's First Report of Injury) and claim for Continuation-of-Pay (COP) to the employee or designee and will complete the LS 202 form after receipt of pertinent information from the employee. The LS-1 (Request for Examination or Treatment) will be provided to the employee upon notification of illness or injury.

Section 4. The Employer will provide information on the Workers Compensation Program (OWCP) to unit employees and the Union, annually and as updated.

Section 5. Employees will immediately report unsafe or unhealthy conditions to the supervisor in the area involved or the Safety Office, without fear of reprisal. Employees will actively participate in the Safety Program by attending safety and health seminars, training classes, and meetings as directed by their supervisors.

Section 6. Employees shall be furnished, at no cost to them, protective clothing and equipment in accordance with pertinent regulations. Employees shall wear appropriate protective apparel as necessary and as ordered by their supervisor for the task to be performed and risk involved, including but not limited to, hard hats, safety shoes, protective clothing, gloves, eye protection; hearing protection, respiratory protection and/or other special equipment as required for safety and health reasons. Employees who deliberately or repeatedly fail to follow safety rules, including the wearing of safety clothing and equipment, may be subject to disciplinary action.

Section 7. The parties agree that an employee making a written request for reassignment, or temporary assignment to light duty work, for job-related illness or injury is entitled to consideration of the request.

a. Requests will be in writing and will be accompanied by medical certification stating the employee has specific physical limitations and the length of time it is anticipated that the employee will be incapacitated. The employee will also submit a written medical release authorizing the physician to provide the Employer with additional medical information should it become necessary.

b. If the Employer determines that reassignment or temporary assignment to light duty work is not warranted or not possible, the Employer will give a written reply to the employee.

Section 8. Vehicles, furniture and equipment will be functional

and meet established safety criteria. Determinations as to whether equipment is unsafe will be made by appropriate safety officials. Needed repairs to equipment will be reported to the supervisor at once, without fear of reprisal. The Employer will take necessary action to replace, remove or have repairs accomplished, as appropriate.

Section 9. The parties agree that the protection of Federal property and personnel are the responsibility of both management and the employees. With this in mind, the Employer agrees that appropriate training will be given to employees regarding safe work practices.

Section 10. If an employee is required to work after his/her regularly assigned hours or overtime, where there is concern for his/her safety, the Employer will consider the employee's concern and will make adjustments when appropriate and practicable.

Section 11. The Employer will establish a Safety Subcommittee within thirty (30) days after the effective date of this agreement, which will meet on a monthly basis. This Subcommittee shall be chaired by the Deputy Commander or his designated representative. The President, Local 1052, AFGE or his designated representative will serve as a member of that Subcommittee, and will bring to the attention of the Deputy Commander any safety-related matter that the Union deems appropriate for correction and/or resolution.

Section 12. Incapacitation for Duty for Pregnancy Reasons. If a pregnant employee submits documented evidence from her attending physician that she cannot safely perform assigned duties, the supervisor will make every reasonable effort to accommodate that employee. If accommodation is not practical, annual leave or sick leave, or leave-without-pay will be granted upon request.

a. The Employer agrees that it has an obligation to assure continued employment in the employee's position or a position of like seniority, status, and pay to the employee who wishes to, return to work following delivery and confinement, unless termination is otherwise required by expiration of appointment, by RIF, for cause, or for similar reason unrelated to the maternity absence.

b. Sick leave may be advanced in accordance with appropriate regulations.

ARTICLE 12 HOLIDAYS

Section 1. The Employer agrees to keep to a minimum, subject to mission requirements, the number of employees required to work on holidays prescribed by law or Executive Order.

Section 2. The Employer retains the right to require the services of an employee on a holiday for the performance of essential functions as determined by the Employer. However, the Employer recognizes the entitlement of such an employee to be compensated for the holiday work in accordance with the applicable law and regulations. An employee who works overtime on a holiday will be paid at the same rate as for overtime work on other days.

Section 3. When an employee's personal religious belief requires abstention from work, they may request compensatory time-off as soon as possible, but at least seventy-two (72) hours in advance.

Section 4. Any employee excused from work in accordance with Section 3 may work compensatory time either before or within four (4) pay periods after the compensatory time off.

ARTICLE 13 HOURS OF WORK AND PAY

Section 1. The administrative workweek is the seven-day calendar week commencing at 0001 Thursday and ending at 2400 the following Wednesday.

Section 2. The basic workweek for Regular Full-Time employees is forty (40) hours in duration, consisting of five (5) eight-hour days during the period Thursday through Wednesday. The basic workweek for Regular Part-Time employees is a regularly scheduled tour of duty falling between 20-34 hours during an administrative workweek.

Section, 3. The Employer retains the right to establish or change hours of work or tours of duty in accordance with policies and regulations required by law, or other appropriate authority within or outside the Department of the Army. Changes in tours of duty will be posted two (2) weeks in advance and will cover a period of at least one (1) administrative workweek. Exception may be made to this requirement when circumstances make advance scheduling impossible. Changes in an employee's hours of work will be

justified and not used as discipline or reprisal against an employee.

Section 4. The Employer agrees that unit employees assigned to work overtime must be qualified to perform the overtime work in an efficient and expeditious manner. It is understood that where special skills are required, employees possessing such skills will be assigned to the overtime work involved.

Section 5. The Employer agrees that when unit employees are needed to meet overtime requirements, it will attempt to meet the requirement by means of volunteers from among qualified employees. The Employer reserves the right to assign overtime work to individual employees, as required. When assigning overtime, the Employer will take into consideration the personal circumstances of employees subject to the paramount requirements of fulfilling the mission of the Employer.

Section 6. Regular Full-Time employees who perform work during a regularly scheduled eight (8) hour period of service which is not overtime work, a part of which is performed on Sunday, are entitled to pay for the entire period of service at the rate of the basic pay, plus premium pay at a rate equal to twenty-five (25) percent of the rate of basic pay. Premium pay will be paid in accordance with applicable regulations and law. Premium pay includes overtime pay, Sunday pay, night differential and holiday pay.

Section 17. Employees will be allowed a fifteen (15) minute rest period for each four (4) hours worked at a time and place and in a manner which does not interfere with efficiency of operations, as prescribed by the supervisor. Rest periods may not be used to extend the lunch period or to shorten the workday.

Section 8. Flexitime/Flexitour.

a. Flexitime is the schedule of working hours within which employees choose their time of arrival and departure.

b. The Core Period will be 0930 - 1500 hours, including the lunch period. The Flexitime period will be 0530 - 0930 and 1500 - 1800 hours.

c. All unit employees may, with approval of the appropriate Directorate head, work flexitime or in accordance with Section 8G.

d. Deviations from the Flexitime schedule may be necessary in an emergency due to workload.

e. Sign-In - Sign-Out sheets will be maintained by the appropriate supervisor and will be available to the employees to sign as they arrive and leave.

f. It is recognized that minimum coverage levels must be maintained during the week and where and when necessary, the supervisor may assign personnel to work hours to cover these needs. However, when volunteers are not available, this will be assigned on a rotational basis among qualified employees.

g. With the approval of their Directorate Head, unit employees may elect the following schedules:

(1) Compressed Work Schedule. Each employee will work an eighty (80)-hour bi-weekly period compressed into eight (8) ten (10) hour workdays including a separate lunch break, and one day off each week.

(2) Alternative Work Schedule. A bi-weekly work period which consists of eight (8) 9 1/2 hour days (including a 1/2 hour lunch break), one 8 1/2 hour day (including a 1/2 hour lunch break), and one "day off" each pay period.

ARTICLE 14 LEAVE

A. ANNUAL LEAVE

Section 1. Annual leave is approved absence from duty in a pay status and is provided to allow every Regular employee an annual vacation period(s) for rest and recreation as well as time off for personal and emergency purposes. Although accrual of annual leave is an employee right, the use of annual leave is subject to the prior approval of the appropriate supervisor.

Section 2. For leave planning purposes, employees will inform their supervisor in writing of desired periods of leave, for one (1) week or longer, to be used throughout the year not later than March 1, using the SF 71, Application for Leave. This leave will normally be approved/disapproved within five (5) working days of submission. Where two (2) or more employees request the same period for annual leave and all cannot be spared, except in an emergency, the conflict will be resolved in favor of the employee who submitted the SF 71 to the supervisor first. New employees assigned to an area after March 1 will request leave using the SF 71 within fifteen (15) days of arrival. Normally the leave

priority of reassigned employees with approved leave will be based upon the original date of submission of the SF 71.

Section 3. The following procedures will be followed by employees when requesting unscheduled or emergency annual leave!

a. Employees, other than shift employees, will call the supervisor or the supervisor's designee as soon as possible, but not later than two (2) hours after the beginning of the employee's tour of duty.

b. Shift employees must call the shift supervisor on duty, or the supervisor's designee 1 at least thirty (30) minutes prior to the beginning of the employee's scheduled shift.

c. Approval of unscheduled or emergency leave is at the supervisor's discretion; therefore, the employee will explain the reason for the request and probable duration of the absence. If the absence exceeds the original period of approved leave the employee will be given a reasonable amount of time to report to work and the total duty time missed will normally be charged to annual leave. Denial of unscheduled or emergency leave is subject to the grievance procedure.

Section 4. Annual leave may be taken in 1/2 hour increments.

B. SICK LEAVE

Section 1. The Union and the Employer, recognize the importance of sick leave and will encourage employees to use sick leave appropriately.

Section 2. Sick leave, when accrued, shall be granted to employees when they are incapacitated for the performance of their duties for reason of illness, injury, or other reasons as provided by leave regulations. Employees will submit leave requests for non-emergency medical, dental, and optical examinations or treatment with as much advance notice as possible.

Section 3. The following procedures will be followed by employees when requesting unscheduled or emergency sick leave:

a. Employees, other than shift employees, will call the supervisor or the supervisor's designee, as soon as possible but not later than two (2) hours after the beginning of the employee's tour of duty. Normally the call will be made by the employee.

b. Shift employees must call the supervisor on duty or the

supervisor's designee, at least thirty (30) minutes prior to the beginning of the scheduled shift. Normally the call will be made by the employee.

c. When the employee calls the supervisor, he/she will explain the general nature of the illness and probable duration of the absence. If the absence exceeds the original estimate, the employee will call the supervisor again with a revised estimate of the absence.

Section 4. Medical Documentation.

a. An employee's certification on the SF71 will constitute sufficient supporting evidence that he/she is ill or incapacitated. Such certification will be honored unless the employee has been issued a letter of warning-attendance. The Employer, may require an employee to furnish medical certification for any absence when he/she has been counseled on possible leave abuse and issued a letter of warning-attendance.

b. The Employer will review at the end of six (6) months, the sick leave record of any employee required to furnish a medical certificate for each absence of alleged sickness. The requirement shall be rescinded if satisfactory improvement has been made. A new letter of leave restriction warning-attendance will be issued if improvement has not been made.

Section 5. When the employee makes a request for a benefit or accommodation because of a medical condition, the supervisor may request that the employee submit administratively acceptable documentation in support of the request.

Section 6. Sick leave may be taken in 1/2 hour increments

C. OTHER LEAVE

Leave without pay, court leave, and all other types of leave will be administered in accordance with applicable regulations.

D. PARENTAL AND FAMILY RESPONSIBILITY

Section 1. Maternity leave.

a. Childbirth, related physical examinations, or complications of pregnancy are temporary disabilities and will be treated for leave purposes in the same manner as any other physical condition which incapacitates the employee for the performance of duty. Leave used for- maternity reasons including delivery,

recuperation, and physical examination may be a combination of annual leave, sick leave, or leave-without-pay. After the physician determines the amount of leave appropriate for maternity purposes, the employee will request the needed leave. If the employee desires a period of adjustment and/or time to make arrangements for the care of the child, the employee may request annual leave or leave-without-pay.

b. The employee has a right to continued employment in her position or a position of like seniority, status and pay if she wishes to return to work following delivery and confinement, unless termination is otherwise required by expiration of appointment, Reduction-in-Force (RIF), for cause, or for similar reason unrelated to the maternity absence.

Section 2. Leave for Paternity Reasons. Leave for paternity reasons such as assisting or caring for minor children or the mother of a newborn child, adoption and care of a child, care of children with mental or physical handicaps, care of elderly or infirm parents, or school activities of children may be annual leave or leave-without-pay. Such leave should be requested as far in advance as practical, and is subject to the prior approval of the appropriate supervisor.

ARTICLE 15 MANAGEMENT RIGHTS

Section 1. The parties agree that nothing in this agreement shall affect the authority at the Employer:

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

b. in accordance with applicable laws:

(1) to hire, assign, direct, layoff, and retain employees in the Agency, or 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 sources; and

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

ARTICLE 16 MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set by published Agency policies and regulations in existence at the time this agreement was approved; and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities.

Section 2. The obligation to negotiate does not apply to those matters which are found to be in violation of law or regulations and which require corrective action; however the adverse impact may be negotiated. The Employer shall inform the Union of the change(s).

Section 3. When the Employer proposes a change as ordered by the Agency or law, the Employer will notify the Union at once, normally at least ten (10) working days prior to implementation, thus giving the Union a chance to request more information or a briefing. Upon receipt of the above information, the Union may request to negotiate the adverse impact and/or implementation (I&I). If negotiations are not requested the Employer is free to implement.

Section 4. The parties agree that any mutually recognized past practice shall be negotiable, except that management shall have the right to change or eliminate any past practice if a basis for the existence of the past practice is changed or eliminated, therefore making it unnecessary to continue such past practice. If any such change or elimination is proposed by the Employer, the Union will be given the opportunity to negotiate.

Section 5. Nothing in this section shall preclude any Agency and any labor organization from negotiating:

- a. At the election of the Agency on the numbers, types, and grades of employees or positions assigned to any organizational

subdivision, work project, or tour of duty or on technology, methods and means of performing work.

b. Procedures which management officials of the Agency will observe in exercising any authority under this section; or

c. Appropriate arrangement for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 17 OVERTIME

Section 1. Definition of overtime.

UA employees:

Exempt: Work in excess of forty (40) hours in an administrative workweek when such overtime is specifically authorized in Advance

Nonexempt: Work in excess of forty (40) hours per week which employees are "permitted or suffered" to perform.

Prevaling rate employees: In addition to the FLSA requirement for overtime pay for work in excess of forty (40) hours a week, prevailing rate employees are also entitled to overtime for, work in excess of eight (8) hours a day, whichever is greater.

Section 2. The Employer reserves the right to assign overtime work to individual employees, as required. Employees are required to work overtime unless excused by the supervisor. Overtime assignments will be distributed equitably and rotated among employees qualified and available to accomplish the overtime work. It is recognized that certain factors (i.e., leave, continuity of jobs of short duration, peculiar environmental or skill requirement, etc.) may cause temporary imbalances in the equitable distribution of overtime.

Section 3. Employees assigned to overtime work will be given as much advance notice as possible. In cases of unscheduled overtime, it is recognized that little advance notice will be possible because of unforeseen mission requirements. In the event an employee does not desire to work overtime, the employee's request to be excused from overtime work may be accommodated. The hours of overtime declined will be considered as overtime hours worked for

the purpose of determining the equity of overtime distribution.

Section 4. When called back to work, the employee will be paid a minimum of two (2) hours at the appropriate overtime rate.

ARTICLE 18 PERFORMANCE APPRAISALS

Section 1. Each employee will be encouraged to participate in the development of the performance standards for the position held. Management will have the final decision as to what the standards will be. The rating period will begin once the finalized standards are given to the employee.

a. Standards will normally be issued within thirty (30) calendar days after the start of the rating period or when employee starts a new position.

b. When an employee is considered to be performing below satisfactory at any time during the performance year, the employee will be notified in writing of his/her deficient performance. Such notifications will include the critical elements on which the performance is based, specific instances of such performance, the standards, what action must be taken to improve his/her performance to an acceptable level, and what assistance, including training if appropriate will be provided by the Employer to help the employee. The employee will be given a reasonable opportunity period of at least thirty (30) calendar days in which to improve his/her performance to an acceptable level. At the end of the opportunity period, the supervisor will review the employee's performance. If the performance is unacceptable, the Employer; will give the employee a written notice of proposed action at least thirty days (30) calendar days in advance of a final decision on the unacceptable performance.

Section 2. Employee performance will be evaluated only under reasonable standards and the employee's performance in relation to those standards.

Section 3. The employee will receive feedback as to the degree he/she meets, or exceeds the standards from time to time during rating period. There will be one (1) counseling session approximately halfway through the rating period.

Section 4. After a rating is formalized, the supervisor will discuss the rating with the employee and answer any questions

raised by the employee. Any written comments that may be submitted by the employee regarding the completed appraisal will be considered by the supervisor before the appraisal is forwarded to the Civilian Personnel Office for inclusion in the employee's Official Personnel Folder (OPF).

Section 5. Personal notes retained by the supervisor/manager which are for the personal use of the author, which are not provided to any other person and which are retained or discarded at the author's sole discretion, are not considered a part of the performance appraisal file system; therefore, such notes are not subject to the Privacy Act. However, when personal notes are made by the supervisor/manager concerning an individual employee's performance and are intended to be used as supporting documentation to appraise the employee, the employee will be given a copy of these notes upon request. Performance appraisal documentation needed in connection with an ongoing administrative, quasi-judicial proceeding, may be retained as long as necessary beyond the time limits specified.

ARTICLE 19 REDUCTION-IN-FORCE

Section 1. The Employer agrees to notify the Union when it that a Reduction-In-For-ae (RIF) will occur. The Union will be notified at least thirty (30) calendar days in advance of the individual notice to the employees. This notification will include:

- a. Proposed effective date of RIF.
- b. Number of employees involved.
- c. Competitive areas affected.
- d. Reason(s) fop the action.

Section 2. The Employer will:

- a. Brief the Union on the pending action upon request.
- b. Negotiate with the Union upon request.

Section 3. Each bargaining unit employee affected by a RIF will be given a minimum of thirty (30) calendar days advance notice before the action is effective.

Section 4. The Employer will inform affected employees regarding the RIF and the meaning of RIF terminology, as well as their rights, including grievance rights.

ARTICLE 20 UNION RIGHTS AND OBLIGATIONS

Section 1. The Employer agrees to recognize the officers and duly designated representatives of the Union. There shall be no restraint, interference, coercion, discrimination or reprisal against a Union representative because of the performance of his/her representational duties.

Section 2. The Employer will recognize the Local President and the Secretary-Treasurer, or designee, who normally will be the spokesperson for the Union.

Section 3. As the exclusive representative of the employees in the unit, the Union is entitled to meet and confer with representatives of the Employer with respect to personnel policies and practices and matters affecting working conditions, and to act for and to negotiate in good faith agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to Union membership.

Section 4. The Union shall be given the opportunity to be represented at formal discussions between management officials and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees of the unit.

Section 5. The Union will encourage employees to:

- a. Conscientiously perform assigned duties.
- b. Comply with applicable standards of conduct, standard operating procedures, statutes, regulations, directives and provisions of this agreement.
- c. Cooperate and strive to maintain good working relations with their supervisors and fellow employees.

Section 6. a. The Employer agrees that official time which is reasonable and/or necessary, as authorized by Chapter 71, Title 5 USC, will be granted each recognized officer/steward, for the performance of representational duties.

b. Official time will be allowed for, but not limited to, the following:

(1) Conferring with employees on matters for which remedial relief may be sought under this agreement, regulations, policies, or laws;

(2) Investigating matters for which employees may seek remedial relief;

(3) Interviewing witnesses;

(4) Reviewing documents of the Employer (copies of documents which are relevant to the matter being investigated will be provided to the Union officers or stewards upon request);

(5) Preparing a grievance;

(6) Preparing a statutorily complaint or appeal;

(7) Preparing a reply for a notice of proposed disciplinary, adverse or unsatisfactory performance action;

(8) Preparing for and/or attending labor-management activities;

(9) Preparing for and/or participating in an arbitration of a grievance;

(10) Participating in a Federal Labor Relations Authority (FLRA) investigation or hearing and preparation as a representative or witness of/for the Union.

(11) Conferring or meeting with the Employer on matters other than negotiations;

(12) Presenting grievances;

(13) Participating in hearings or meetings held under statutory complaints and appeals procedures;

(14) Attending any examination of an employee in in the 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.

a. In accordance with Chapter 71, Title 5 USC, the President

and/or the Secretary/Treasurer, or designee, are the only individuals, "who can speak for the Union or bind the Union on policy matters, impact bargaining, attend formal meetings, etc. The stewards are authorized to handle and/or resolve grievances only.

d. Any officer or steward shall first advise their immediate supervisor that they desire permission to leave their work area on appropriate matters, and will inform their supervisor as to the work area they will visit, the expected approximate duration of their absence, and other information as required for the Official Time Report. The supervisor will authorize the absence unless the services of the representative cannot reasonably be spared at that time, in which case they will advise such representative as soon as practical as to the time authorization that will be granted, normally within the next work day. If representatives must enter a different work area, they will check in with the supervisor in that area who will authorize the conduct of business unless precluded by work requirements or work schedules. The representative will report back to the supervisor upon completion of the labor management business.

e. The Union agrees to make a good faith effort to identify and appoint capable stewards to handle the Nonappropriated Fund activities.

Section 7. The Union agrees that those activities associated with organizing efforts and internal business of the Union, including but not limited to; the solicitation of memberships, collections of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization forms, and campaigning for Union office, may be conducted only during the non-duty time of the employees involved.

Section 8. The Employer agrees to grant Union officers and stewards excused absence without charge to leave of loss of pay to attend Union-sponsored training under the following conditions:

a. Workload permits the release of the employees as determined by the appropriate management official.

b. The training is of mutual concern and benefit to the Army and the Union and the Army interest will be served by the employee's participation.

c. The Union gives adequate written notice of request to attend such training (normally at least two (2) weeks).

d. Written requests for administrative leave shall be

submitted to the Management-Employee Relations Division (MER), Civilian Personnel Office (CPO) for a determination that the proposed training is of mutual concern and benefit to the Army and the Union. After such determination, the Labor Relations Officer will contact applicable supervisors for approval/disapproval of administrative leave. If any portion of requested training is not approved, the Union will be provided the reasons in writing.

Section 9. The Union agrees to provide the Management Employee Relations Division (MER), CPO, a written listing of its officers and stewards and to maintain it on a current basis. The Civilian Personnel Office will notify the units involved.

Section 10. It is agreed that the President and Secretary-Treasurer may serve as representatives in all areas in the unit, as the need arises. Upon request, representatives will be prepared to present individual authorizations from employees when representing those employees regarding grievances or, other matters.

ARTICLE 21 USE OF OFFICIAL FACILITIES

Section 1. The Employer agrees that, upon advance request by the Union, facilities as available may be furnished for meetings of the Union during non-duty hours of the employees involved. It is agreed that the Union will comply with all security and housekeeping rules in effect at the time and place. Scheduling will be arranged through existing procedures.

Section 2. Upon request of the Union, the Command Bulletin will publish on a bi-weekly basis, the name, location, and telephone numbers of the president, vice-president and Union hall.

Section 3. The employer agrees to furnish to the Union bulletin board space 18" wide by 12" long in the following buildings:

Officers' Club (Bldg 20)

NCO Club (Bldg 1200)

Maintenance Facility (Bldg 1148)

Billeting (Bldgs 470, 80 or 81, 806 or 807, 505 or 506, and 507, 508, 509.

a. The bulletin board is only to be used for the display of Union literature, correspondence and notices and other matters concerning the relationship between the employees, and the Employer. The names, work locations, and telephone extensions of the Union

officers and/or Union may also be displayed.

b. The Union agrees that literature posted or distributed will not libelously reflect on the integrity of any individuals or government Agencies or activities of the Federal Government.

c. The Employer agrees that management officials will refrain from removing, or directing employees to remove, material posted by the Union on the Union bulletin board space.

Section 4. The Employer will distribute copies of this agreement to each bargaining unit employee on duty at the time of publication and to all new employees entering on duty. The cost of printing this agreement shall be borne by the Employer. Thirty (30) copies to this agreement shall be provided to the Union.

Section 5. The Union will be given the opportunity to be present at the orientation of new employees for positions within the bargaining unit. The Employer will notify the Union when the orientation will take place.

Section 6. The Union will be provided a copy of AR 215-3 as issued and will be given access to the Federal Personnel Manual (FPM), Army Regulations (ARs), and Fort Belvoir Regulations.

Section 7. Orientation regarding the contents of this agreement will be provided by the Employer and the Union to supervisors and Union representatives. It is agreed that such training will not be used as or become a forum for disputes. It is further agreed that an outline will be jointly prepared and agreed upon in advance from which to address the supervisors and representatives. Questions from the floor will be encouraged.

Section 8. The Employer agrees to furnish the Union a complete and up-to-date listing of all employees in the unit upon request, no more than once a quarter. Each such listing shall include the name, work location and occupational code of each employee.

ARTICLE 22 WORKING CONDITIONS

Section I. The Employer will provide a break area in the following buildings where bargaining unit employees' work: Buildings 470, 80, 1148 and the 500 and 800 areas.

Section 2. The Employees are responsible for keeping the break area clean of trash and dirty utensils. The Employer will arrange for routine cleaning and maintenance of the area.

Section 3. Tools, as required by the Employer, will be provided.

Section 4. Employees will be allowed up to ten (10) minutes at the beginning and the end of each shift to change or to clean up as necessary, as determined by the Employer.

Section 5. Uniforms.

a. Uniforms or required clothing will be furnished by the Employer.

b. If uniforms must be dry-cleaned, this will be accomplished by the Employer.

c. Where Maintenance and Custodial employees in the Transient Billeting Branch are required to wear uniforms, the Employer will provide a set for each day of the week worked.

d. Replacements will be furnished by the Employer.