

TABLE OF CONTENTS

ARTICLE	HEADING	SECTION(S)	PAGE(S)
1	AUTHORITY	1-2	1
2	DURATION AND CHANGES	1-3	1
3	UNION RECOGNITION	1-2	1-2
4	EMPLOYER RIGHTS	1-6	2-3
5	CONSULTATION	1	3
6	EMPLOYER-EMPLOYEE RELATIONS	1-7	3-4
7	REPRESENTATION	1-4	4
8	OFFICIAL TIME	1-10	4-6
9	GRIEVANCE PROCEDURES	1-6	6-7
10	MEDIATION AND ARBITRATION	1-2	7-9
11	UNFAIR LABOR PRACTICES	1	9
12	USE OF OFFICIAL FACILITIES/EQUIP	1-8	9-10
13	WORKING CONDITIONS	1-4	10
14	HOURS OF WORK	1-9	10-12
15	OVERTIME	1-7	12
16	ANNUAL LEAVE	1-9	12-13
17	SICK LEAVE	1-8	13-14
18	OTHER LEAVE	1	14-15
19	EXCUSED ABSENCE	1	15
20	BLOOD DONATIONS	1	15
21	PERFORMANCE	1-4	15
22	DETAILS	1-3	15-16
23	PROMOTIONS	1-10	16-17
24	ENV DIFFERENTIAL PAY	1	17
25	POSITION CLASSIFICATION	1-10	17-18
26	DISCIPLINE	1-4	18-19
27	REDUCTION IN FORCE PROCEDURES	1-9	19-20
28	HEALTH AND SAFETY	1-10	20-21
29	ON-THE-JOB INJURIES	1-5	21
30	WELLNESS	1-3	21-22
31	CHILD CARE	1	22
32	ALCOHOLISM AND DRUG ABUSE	1-7	22-23
33	WAGE SURVEYS	1-2	23
34	CONTRACTING OUT	1-10	23-24
35	DUES WITHHOLDING	1-7	24-25
36	EQUAL EMPLOYMENT OPPORTUNITY	1-5	25
37	FIRE & EMERGENCY SERVICES	1-10	25-26
38	NON-APPROPRIATED FUND	1-3	27
39	PRINTING AND DISTRIBUTION	1-4	27

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

1. AUTHORITY

Section 1. This agreement is entered into pursuant to the authority granted in Title VII (of the Civil Service Reform Act of 1978, Sections (7101-7135).

Section 2. In the administration of all matters covered by this agreement, the parties will be governed by existing laws and regulations and regulations of appropriate authorities, including policies set forth by the Office of Personnel Management and Department of the Army Regulations which are applicable and in existence at the time of approval of this agreement, and by subsequently published Department of the Army policies and regulations required by law; or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level, and this agreement shall at all times be applied subject to such laws, regulations and policies. All previous understandings between the parties remain valid and applicable unless in conflict with this agreement.

2. DURATION AND CHANGES

Section 1. This agreement is intended to be a working document for relations between the parties defined as Labor-NAGE local R12-90 and management defined as Fort Hunter Liggett Management. During the life of this agreement, it is expected that both informal and formal memorandums of understanding will be useful to the Parties. These memorandums have the same force and effect as the agreement itself. The Parties may create written or verbal agreements if there is consensus. Issues will be taken to formal negotiations only when consensus is not reached between either of the parties.

Section 2. This agreement shall remain in full force and effect from the date it is approved by DOD or if DOD does not approve or disapprove the Agreement within the thirty (30) day period, on the thirty-first (31) day from the date the Parties signed the Agreement. The Agreement shall take effect and shall be binding on the parties for a period of three (3) years and shall be automatically renewed for two (2) subsequent years unless either party gives written notice to the other, not more than one hundred twenty nor less than ninety calendar days prior to expiration of this agreement of its intention to terminate this agreement in its entirety, to effect changes herein by amendment, or to renegotiate this agreement. The present agreement will remain in full force and effect until such time as a new agreement is negotiated and approved.

Section 3. The parties agree to review this agreement at the end of the first year, upon the request of either party. Either party, desiring to open this agreement for review, will give written notice to the other party not more than one hundred twenty (120) or less than ninety (90) calendar days prior to the first anniversary date the contract became binding. The contract is binding upon date of approval by DoD or on the 31st day after execution, if DoD does not approve or disapprove the agreement within the thirty day period. Subsequent reviews may be conducted at the request of either party every two (2) years thereafter during the life of the agreement, including renewals and extensions thereof. Subsequent reviews will be requested in the same manner as provided for in the first review.

3. UNION RECOGNITION

Section 1. The National Association of Government Employees (NAGE), hereafter referred to as the Union, is the exclusive bargaining representative of all employees in the unit. Unless otherwise designated a representative appointed by NAGE or the President of Local R 12-90 are the only persons authorized to negotiate with or

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

accept time sensitive notifications in accordance with this agreement. This excludes informal grievance resolution at the shop level between managers and union stewards.

Section 2.

The bargaining unit for this negotiated agreement is defined as encompassing all appropriated and non-appropriated fund nonprofessional employees assigned to Department of the Army, Fort Hunter-Liggett, California. Excluded are all professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

4. EMPLOYER RIGHTS

Section 1. The employer in the negotiated agreement is defined as the U.S. Army Garrison, Fort Hunter Liggett.

Section 2. The guidelines provided herein are based on Title VII, Subchapter 7106. In specific instances, the parties should refer directly to this source for clarification. Further legislation, government-wide rules or Executive Orders, and case law may amend or clarify these guidelines during the life of this agreement. Both parties are encouraged to begin labor-management discussions on potential issues or anticipated changes as early as possible. If the parties do not reach consensus on an issue, they would then use formal negotiation procedures to reach resolution. Implementing a planned change without completing negotiations can result in an Unfair Labor Practice situation.

Section 3. Formal Discussions. The Union must be timely notified in writing and has the right to be present at any planned discussion with bargaining unit employees if matters will be discussed which affect working conditions or other negotiable matters. As in other situations, the Union retains the right to decide who will serve as the Union representative for any such employee meeting or briefing. This section is not intended to cover impromptu discussions.

Section 4. Negotiable matters. 5 U.S.C. §71 requires full scope negotiations on matters affecting conditions of employment, which Section 7106 (a) (14) defines as "personnel policies, practices, and matters which otherwise affect working conditions". Government-wide laws, rules and regulations do not require such negotiations, but may require impact and implementation negotiations (see Article 4 Section 6) depending on the local situation.

Section 5. Reserved Management Rights.

Section 7106(a) of 5 U.S.C. § 71 provides certain rights to management, which are non-negotiable. For these matters, there should be an open discussion between the Employer and the Union before the changes are implemented, even though the decision is a management right and responsibility. The impact and implementation of such management actions must be bargained. Specific management reserved rights are:

- a. To determine mission, budget, organization, number of employees, and internal security practices.
- b. To hire, assign, direct, layoff, and retain employees or to suspend, remove, reduce in grade or pay, or take other disciplinary action.
- c. To assign work, make determinations with respect to contracting out, and determine the personnel by which agency operations shall be conducted.
- d. To fill positions by making selections for appointments from among properly ranked and certified candidates for promotion and any other appropriate source.

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

- e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 6. Impact & Implementation Bargaining.

While certain management decisions are not negotiable in their content (Article 4, Section 5), the impact on employees is negotiable. The union will be notified of planned management actions which affect working conditions of bargaining unit employees of greater than a de minimus impact and afforded the opportunity to request impact and implementation bargaining. However, management will make a reasonable attempt to notify the union of changes that are de minimus. Negotiations at this level are designed to ease the transition by working with how a decision is implemented, not what the decision was.

5. CONSULTATION

Consultation is used to describe the initial contact by the Employer to the Union on an issue. It is a matter of information and courtesy in some instances, and in other cases it is notification of intent to proceed with or initiate formal negotiations on the matter. Proposed changes requiring union endorsement will be so identified in writing and will be considered as accepted by the Union if no response has been received within ten workdays of receipt. In the event the Union wishes to bargain on a matter where either the full substance or the impact and implementation are negotiable, the Union will give the Employer specifics of their concerns and both parties will meet within thirty calendar days to negotiate. If the Employer fails to inform the Union of a change it proposes which affects bargaining unit employees, and implements its decision without consultations, the Employer will suspend the action as soon as possible upon written notification from the Union unless that is not feasible due to law or emergency. In either event, the parties will immediately consult on the action taken.

6. EMPLOYER-EMPLOYEE RELATIONS

Section 1. It is the intent and purpose of the parties hereto (1) to promote and improve the efficient administration of the Federal Service within the meaning of 5 U.S.C. § 71, (2). To establish a basic understanding relative to personnel policies, practices, procedures and matters affecting other conditions of employment, and (3) to provide means for amicable discussion and adjustment of matters covered by this agreement.

Section 2. The Employer, the Union, and employees share a mutual responsibility for maintaining a positive and helpful attitude toward one another, in order to establish a total quality environment.

Section 3. It is a policy of the Employer that all employees shall be given objective consideration in all phases of employment.

Section 4. Employees will normally receive instructions from and make reports through immediate supervisory channels.

Section 5. In the event the Employer fails to identify priorities for completion of work, the employee will prioritize work using his or her own best professional judgment. The employee will be accountable for accomplishing work in a safe and productive manner.

Section 6. The counseling and criticism of employees shall not be in the presence of other employees or visitors, but shall be in privacy insofar as practical, so as not to publicly embarrass the employee. This does not include routine discussions between supervisors and employees regarding such matters as, for example, daily assignments, improvement of procedures, methods of

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

accomplishing work, improving productivity, or on-the-spot corrections.

Section 7. Normally, violations of rules of conduct, regulations or other supervisory instruction shall be dealt with on an individual basis insofar as practical. The Employer shall respect the employee's right to privacy with regard to areas, which have been specifically identified for personal use by the supervisor. In the event the Employer deems an investigation of the employee is warranted, the employer is encouraged to advise the employee of his/her right to Union representation. However, failure to do so will not be used as grounds for a grievance. Precautions will be exercised to protect the rights and dignity of employees who are innocent of any wrongdoing.

7. REPRESENTATION

Section 1. The Employer agrees to recognize the Officers, stewards, and other duly elected and appointed representatives of the Union and will meet with them on a mutually agreeable basis.

Section 2. Assignment of Stewards is the responsibility of the Union in accordance with the provisions of this Article.

Section 3. The Union will assign Stewards in such a way as to insure reasonable access to a Steward for all employees. The Union agrees that each Installation directorate and each tenant activity will have no more than two Stewards, excluding the Chief Steward. In the event the activity has no steward, the Chief Steward or other Union Official will provide representation.

Section 4. The Union shall supply the Employer with an up-to-date listing of officers and stewards and shall maintain with the Employer, on a current basis a, complete list of all officers and stewards and their positions or the areas they represent. No individual will be permitted to conduct representational duties for the Union if he/she does not appear on the most recent listing provided to the Employer.

8. OFFICIAL TIME.

Section 1. The parties agree that labor organizations in the Federal government are in the public interest. The Union agrees that its representatives will conscientiously use Official Time and work to resolve employee issues in an expeditious manner and thereby minimize the amount of official time used in each instance. Official time will only be used for union-management purposes in accordance with this agreement and only in a manner so that time spent away from the work center does not have a detrimental impact on mission accomplishment, create a hardship on other assigned personnel or cause the Employer to incur additional costs to complete the Union Representative's assigned duties.

Section 2. All employees, including Union Officials, are expected to meet the standards of performance for the duties of their positions. Use of official time in accordance with this agreement will be treated as any other approved absence in all personnel actions.

Section 3. Elected Union Officials will maintain a record of how their official time hours were expended (e.g., Labor /Management meetings, contract negotiations, etc.) and provide this data to the supervisor each month. Stewards will request time from their supervisor and such time will be recorded on an Official Time Report form provided by the supervisor. This includes official time for business conducted by telephone. The Union representative is responsible for initiating the report and providing the information to their supervisor at the end of each pay period.

Section 4. Use of Official Time.

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

- a. Official time must be used in accordance with all other applicable provisions of this agreement.
- b. No official time will be granted to Union representatives to represent employees other than those employees in the exclusive bargaining unit.
- c. The official time amounts identified in this article are all-inclusive and no other provision in this agreement shall be interpreted as permitting more official time than as stated in this article.

Section 5. It is agreed that activities concerned with the internal management of the Union and activities not specifically authorized by the terms of this agreement shall be performed only during the non-duty hours of the Union representatives concerned. Examples of such activities include the solicitation of membership, collection of dues, distribution of literature, hosting open houses, and campaigning for Union office. Non-duty hours include lunch, but not break periods.

Section 6. In order to conserve time and enhance productivity, the Union agrees to conduct official Employer-Union business by telephone to the maximum extent possible. However, use of official telephone line for long distance telephone calls from the work site (excluding NAGE Office) to conduct internal union business is prohibited.

Section 7. Union officials attending union meetings for internal union business will do so on annual leave, or leave without pay; subject to applicable leave regulations.

Section 8. Stewards, as defined in Article 8, will be authorized approximately one hour of official time for informal issue resolution. This one-hour provision is not an absolute standard applicable in all cases. Rather, the criteria to be used in resolution of the issue as soon as possible and informally before the formal grievance stage. If necessary for accountability purposes, a steward will notify his/her immediate supervisor if the parties to the issue agree that additional time by the steward will be mutually beneficial. The supervisor will determine if additional time will be granted. Each steward will be authorized two hours per month to attend training in his or her representation duties, current agency policies, procedures and regulations. The Union agrees that no internal Union business will be conducted during these sessions. The Union agrees to keep an attendance record of the Union personnel attending each training session and that management will be provided a copy of this record if requested. Management officials may attend this training provided written notification is given to the Union in advance of the training session.

Section 9. The Union is authorized official time for the following positions:

President: up to 12 hours per pay Period.

Chief Steward: up to 8 hours per pay period.

The official time authorized will be used to perform the labor-management responsibilities of that position. The President and Chief Steward will arrange work schedules directly with his/her supervisor, recognizing that either mission or labor responsibilities may require on occasion, consecutive days and a balance will be reached over the course of the pay period. Official time may only be transferred to another Union official for the purpose of acting in the capacity for ("acting for") that official due to absence related to sick or annual leave.

The President and Chief Steward will be authorized to participate in any alternate work schedule arrangement as permitted by this negotiated agreement.

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

The Union President and Chief Steward will be given an annual performance appraisal by his/her immediate supervisor. This appraisal will be solely based on his/her assigned duties and will exclude activities performed during official time.

Section 10. Bargaining unit employees appointed by the Union to participate with management officials in Garrison Council meetings will be provided additional official time. Bargaining unit employees appointed by the Union to conduct negotiations or handle major labor-management issues at the directorate may negotiate a block of official time hours for the project beforehand. Training time will be requested through the Partnership Council, where the benefit to the organization can be balanced with the time away from mission needs. Those employees on official time will conduct all labor-management responsibilities, including training, in the block of time provided.

9. GRIEVANCE PROCEDURES

Section 1. The Union and employer agree that normal day to day discussions between employees and supervisors are the most constructive means of developing effective work relationships and that sincere efforts will be made by management and aggrieved parties to settle grievances at the immediate supervisory level.

Section 2. When a complaint is filed orally or in writing, it must be presented within ten (10) workdays after the employee became aware of the matter. An exception to this time limit for filing will be made for employees who are on leave, incapacitated, or are in on a TDY status. Upon return to duty, such employees will be allowed any additional days necessary to ensure availability of the full ten (10) workdays authorized under this agreement.

Step 1: Informal Complaint

(1) The matter shall first be presented orally or in writing to the immediate supervisor by the aggrieved employee and or representative (if a representative is used). The supervisor will, after consideration of the matter, render an oral or written decision within five workdays. If the employee submits the grievance in writing, the supervisor's response will be in writing. If the supervisor is not empowered to resolve the grievance, the supervisor will refer the matter to lowest level management official who has authority to resolve the grievance.

(2) If no satisfactory settlement is reached at this level, the employee shall reduce the grievance to writing within five work days of the receipt of the oral or written decision of the immediate supervisor (or lowest level management official who has authority to resolve the grievance), stating the exact nature of the grievance, the corrective or remedial action sought with the decision of the immediate supervisor and it shall be presented to the second level supervisor as a formal grievance.

Step 2: Formal Grievance

The second level supervisor will meet within five workdays of the date the written grievance was received by him/her, with the aggrieved employee and/or representative (if representative is used). If no representation is to be used, the Union will be notified at the same time the aggrieved is notified of the time and place of the meeting so that the Union may have an observer present. A memorandum for record of the discussion will be prepared by the second level supervisor briefly summarizing the consideration accorded the grievance, the conclusion reached, and his/her final decision. A copy of the memorandum will be furnished to the Union and all other parties concerned within five workdays of the date of the meeting. If satisfactory resolution is not achieved, the grievance

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

may be pursued at the third step (Binding Arbitration).

Step 3: Binding Arbitration

If satisfactory resolution does not take place as the result of Step 2, the employee and his representative (if a representative is used) shall, within 15 work days of the receipt of the Step 2 decision, may pursue the grievance in accordance with Article 11, Mediation and Binding Arbitration.

Section 3. Exclusions

- a. Matters relating to prohibited political activities on the part of Federal employees.
- b. Retirement, life insurance or health insurance issues.
- c. A suspension or removal made in the interest of national security.
- d. The classification of any position which does not result in the reduction of grade or pay of an employee
- e. An employee's discharge during a probationary or trial period.
- f. Non-adoption of a proposed performance award or any other discretionary award.
- g. Separation or discharge from a temporary or intermittent appointment on the expiration date of the appointment.
- h. Non-selection from a group of properly constituted candidates on a referral list.
- i. Issues where personal relief is not available.
- j. Letters of proposed action.
- k. The substance of the elements of an employee's job description.)
- l. Action taken to which an employee voluntarily agreed. However, if the Labor Organization believes that the action was a violation of this negotiated agreement and, even though the employee agrees with the action and does not want to initiate a grievance, the Labor Organization still has the right to file a grievance.
- m. Separation for disqualification for conditions of employment.
- n. Decision to employ a Reduction-in-Force.

Section 4. The parties agree that this negotiated grievance procedure shall be the sole procedure to be used by the parties and the employees in the bargaining unit for resolving grievances. The Employer and the Labor Organization agree to share documents and information relevant to a grievance. Both parties understand that this information may need to be sanitized in order to protect the privacy of the third party.

Section 5. An employee who has been adversely affected by a removal for cause, a reduction in grade based upon unacceptable performance, an adverse action or discrimination, may at their discretion raise the matter under the appropriate statutory appellate procedure or the negotiated grievance procedure, but not both. For the purposes of this section and pursuant to 5 USC§ 7121(e)(1), an employee shall be deemed to have exercised their option under this section 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.

Section 6. Nothing in this article shall constitute a waiver of any further appeal or review rights as provided for in the statute.

10. MEDIATION AND ARBITRATION

Section 1. Mediation

- a. If the parties fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within fifteen workdays after issuance of the final decision, may be submitted to mediation

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

- b. The parties agree that after the final step of the negotiated grievance procedure, either party may request the case be taken to informal mediation. If mediation is scheduled, the mediator will consult confidentially with both parties to assess the value of mediation. If the mediator feels the mediation may prove valueless he will advise the parties and either party may elect to cancel mediation and move the issue to arbitration. If the issue goes to a mediation hearing, the mediator will attempt to help the parties settle the issue in a mutually satisfactory way. Rules of evidence do not apply; examination and reexamination of witnesses will not be used. AU participants will be encouraged to ask and offer information freely, as no record of proceedings will be made.
- c. If a mutually satisfactory settlement is not reached, the mediator will provide an immediate opinion, based on this collective bargaining agreement, as to how the grievance might be decided by an arbitrator.
- d. The cost of mediation; if any, will be borne equally by the parties. Travel and per diem of the mediator, when contributed to by the Employer, will be paid at not more than the maximum rates payable to Government employees under Section 22-210, Defense Acquisition Regulations and the Joint Federal Travel Regulations.
- e. The Federal Mediation and Conciliation Service (FMCS) will assign the mediator.
- f. The parties agree that the use of a mediator will be required before either party may invoke binding arbitration.

Section 2. Arbitration

- a. If the parties fail to settle any grievance processed under the negotiated grievance procedure or the mediation process, such a grievance, upon written request by either the Employer or the Union within fifteen working days after issuance of the mediator's final opinion, may be submitted to arbitration.
- b. Within five working 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 impartial persons qualified to act as arbitrators. The parties shall meet within five working days or as otherwise mutually agreed to after receipt of such list, to select an arbitrator. 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 and will repeat this procedure until one person remains who shall be the duly-selected arbitrator. The first strike will be made by the party, which requested arbitration.
- c. 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) Of inaction or undue delay on the part of either party, exceeding five workdays.
- d. 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.
- e. All costs, fees, salaries and expenses associated with the arbitration process may be borne equally by the parties. Travel and per diem of the arbitrator, when contributed to by the Employer, will be paid at not more than the maximum rates payable to Government employees under Section 22-210, Defense Acquisition Regulations and the Joint Federal Travel Regulations. The

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

arbitration hearing will be held, if possible, on the Employer's premises during the regular day of the normal workweek. All participants in the hearing who are current employees shall be in a duty status, if they are currently assigned to the hours during which the hearing is held, for the time necessary to provide testimony to the arbitrator.

- f. The arbitrator will be requested to render his/her decision as quickly as possible.
- g. The arbitrator's award shall be binding on the parties, insofar as that award does not conflict with any law, or Department of the Army regulation or any other higher authority.
- h. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.
- i. Arbitration under this Article will be conducted as oral proceedings.
- j. The arbitrator has full authority to award reasonable attorney fees in accordance with the law.
- k. Any party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority in accordance with laws and regulations.

11. UNFAIR LABOR PRACTICES

The Federal Service Labor-Management Relations Statute provides for the Union, the Employer or employee to obtain relief if the labor relation's statute has been violated. These actions are filed with the Federal Labor Relations Authority (FLRA) as Unfair Labor Practices (ULPs). The aggrieved party, by Statute, has six months in which to file an Unfair Labor Practice. The charging party will notify the charged party that an Unfair Labor Practice may have been committed. Notification shall include the following:

- a. The exact section of law which is alleged to have been violated;
- b. A clear and concise statement of facts concerning the incident;
- c. The date, time and place of the incident; and
- d. The relief sought.

The charged party will give this notification immediate attention and provide an initial response within 5 workdays. If this response is not satisfactory to resolve the issue at hand, the charging party will forward the charge to the Employer/Union (as applicable) for resolution. The Commander/Union President (as applicable) or his designee will have five (5) workdays in which to attempt to resolve the issue. At the end of the five (5) workday period without a satisfactory resolution the charging party can file the ULP with the FLRA unless this time period has been extended by mutual consent of both parties.

12. USE OF OFFICIAL FACILITIES/EQUIPMENT

Section 1. The Employer agrees to provide office space for the Union, which can be secured and is conveniently, located for employees. The Union will inform the Employer of any facility hazards or suggested building repair. The Union is responsible for cleaning the facility and any damage caused by the occupants (beyond normal wear and tear) that may occur. Management is authorized to enter the facility in order to conduct any required routine inspections provided that 24 hours advance notice is given. This excludes emergency situations.

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

Section 2. The employer will provide one computer, one fax machine, one photocopier, one typewriter, and office furniture only if such items are readily available and excess to the installation needs. The equipment/furniture provided to NAGE will be for its exclusive use. NAGE will maintain property accountability in accordance with installation policies. The Employer will provide the Labor Organization, as an authorized on-post customer, with automation support. The Union may use Employer telecommunication service and equipment (including fax lines) for Union business and have equal status as other Fort Hunter Liggett users for telecommunication system upgrades.

Section 3. The Employer agrees to provide the Union three Fort Hunter Liggett telephone lines (separate call numbers) at the NAGE Local R 12-90 Office. The Employer will provide local and long distance telephone service (FTS 2000 and DSN) using the government telephone system and access to long distance and local telephone (Pacific Bell) service. The Union will reimburse the employer for calls made on a monthly basis at a rate of Cost Plus Ten (10) Percent. Payments will be made by check payable to the U.S. Treasury to the Network Enterprise Center (NEC) within ten (10) working days after receipt of billing.

Section 4. The Employer agrees that Union representatives (officers and stewards) will be allowed to use Employer telecommunication service and equipment outside the union office (including fax lines) in the performance of labor-management activities authorized by this agreement. In using this privilege, union representatives will use the nearest convenient telephone/equipment in the immediate work area, after receiving permission from the supervisor, provided such use does not interfere with the work of the organization.

Section 5. The employer will provide a distribution pick-up box in the post mailroom for on post distribution only. Official interoffice distribution may be used by the Union for items dealing with labor management business only, not for Union literature or other materials.

Section 6. Four square feet of space will be made available to the Union on existing official bulletin boards and a designated distribution location. The bulletin board space and designated distribution location are intended to be used by the Union for informational purposes. Materials placed in these areas should be consistent with the spirit of partnership. Such materials will be initialed and dated by a Union official prior to posting. Materials deemed to be inappropriate will be removed and reviewed by both parties.

Section 7. The Union will not use vehicles, office machines or supplies belonging to the U.S. Government for internal Union business, unless otherwise agreed.

Section 8. The union may be authorized Government transportation to attend off-site meeting or to perform representational duties if management determines that such use is in the best interest of the agency.

13. WORKING CONDITIONS

Section 1. The Employer agrees to give consideration to quality of life concerns when making changes to working conditions that affect bargaining unit members.

Section 2. In the event the Safety Officer determines that an employee or group of employees is subjected to unusual conditions such as excessive heat, humidity or cold, additional break periods or other relief may be afforded.

Section 3. In the interest of health, work and common use areas in installation facilities will be smoke free. Smokers will comply

with the break provisions in Article 14 Section 7 and will not be provided additional time to smoke. Smoking in Government vehicles is prohibited.

Section 4. Breaks will be taken at the work site unless the employee is in transit between assigned jobs. Employees not having reasonable access to washroom facilities shall be afforded the opportunity to utilize the nearest suitable facility with the understanding that access to the nearest facility cannot interfere with management's right to assign work or adversely affect the accomplishment of the mission.

14. HOURS OF WORK

Section 1. Both parties recognize that accomplishment of a work center's mission and its customer support responsibilities are the primary factors in evaluating work schedule options. Supervisors will consider an employee's needs when evaluating work schedule options. Individual differences in work schedules within a work center are possible. Employee input in determining the optimum work schedule is essential to a TAQ environment that encourages empowerment and inclusion. The Approval of a work schedule will be made by management with notification to the Union for possible bargaining over the impact and implementation of scheduling issues not covered by this agreement.

Section 2. Employees' schedule changes shall be posted .in their work area at least two weeks in advance, except in circumstances where advance scheduling is impractical or would negatively Impact mission accomplishment See Article 38 for exceptions.

Section 3. Consecutive days off will be provided in each scheduled workweek except in unusual circumstances.

Section 4. Individual temporary changes in the tour of duty are unusual and will be distributed as fairly as practicable among qualified employees. Changes will be made as early as possible but not less than 48 hours unless in exceptional circumstances. The posting of the change will contain the following:

- a. New days and/or hours of the tour.
- b. Duration of the change.
- c. Signature of the authorizing official.

Section 5. When the Employer determines that transfers from shift to shift are required, the Employer will consider requests from employees. The parties agree that if no employee requests a particular shift, the Employer will make shift assignments based on inverse seniority (based on service comp date) unless the manager determines that staffing conditions require otherwise.

Section 6. Lunch periods will be at least thirty minutes, and shall not be scheduled less than three nor more than five hours after the start of the workday, except in emergencies or in alternate work schedules.

Section 7. The parties agree that each employee is entitled to and shall receive two fifteen (15) minute rest and refreshment breaks. These breaks may be scheduled or can be taken in reasonable increments but will not exceed the fifteen minutes authorized for that time period. The first fifteen (15) minute break will be approximately midway between the start of the workday and the lunch period, and the second midway between the lunch period and the end of the regularly scheduled workday. Food and beverages may be consumed at the employee's workstation provided such activity does not interfere with the performance of duties or the operation of equipment. Employees are subject to assignment of work during breaks, and a reasonable effort will be made to provide a break at a later time. Breaks will

be taken at the work site unless otherwise authorized by the supervisor. Breaks may not be combined with lunch periods or used at the beginning or the end of the workday.

Section 8. If an employee is expected to work continuously in excess of the regularly scheduled workday for a period that is expected to last more than two hours, he/she should be given a fifteen (15) minute break at the beginning of the overtime period. For overtime that goes beyond an initial two hours, an additional break should be provided at the beginning of each subsequent two-hour period. Those called in for overtime work should be provided a break at the end of each two-hour period. Breaks during overtime will be the same type as available during the regular workday. Breaks during periods of overtime are paid periods of rest during which an employee must be available for work, if needed. The term "overtime" in this Article includes overtime work for which either compensatory time or overtime wages are provided.

Section 9. A full day outside the normal work schedule will be treated in the same manner as a regular duty day for breaks.

15. OVERTIME

Section 1. Overtime hours are the period of time worked once an employee has completed his/her regularly scheduled hours within a given duty day or duty week. (In accordance with Army regulations and policies). Fifteen minutes is the minimum period of overtime that can be ordered and approved.

Section 2. Employees within an organizational unit will be offered overtime on a rotating basis in accordance with their particular skills. The parties recognize that this will not necessarily result in everyone having the same number of overtime hours worked. Records of overtime worked and refused may be reviewed by Union. The Union recognizes that, in the absence of sufficient volunteers for overtime work, the employer has the right to direct overtime as needed.

Section 3. If the offer or assignment of overtime falls on days outside of the basic workweek, the Employer agrees (except in cases of unforeseen mission requirements) to notify the affected employee as early as practicable. When overtime is to be performed on a holiday, normally at least two week advance notice will be given to the employee affected except in cases of unforeseen mission requirements.

Section 4. When overtime work is directed, personnel will be compensated for overtime hours worked in accordance with the provisions of the Fair Labor Standards Act (FLSA) and other applicable statutes and regulations.

Section 5. Leave usage or balance will not be a factor in offering or assigning employees overtime. However, employees on a leave status will not be offered or assigned overtime until they return to duty, unless they are needed for unforeseen mission requirements

Section 6. Employees called back to work outside of and unconnected with their basic workweek shall be immediately excused upon completion of the task they were called in to perform, unless there is other meaningful work available. In all callback situations, the employee will be paid a minimum of two hours of overtime, as provided for by regulation.

Section 7. Employees will be considered on duty from the time they report to their place of work ready, willing and able to begin work at the specified time directed.

16. ANNUAL LEAVE

Section 1. It is agreed that annual leave is a benefit that accrues to the employees. It is

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

12

also agreed that it is the right of the Employer to administer annual leave in accordance with applicable regulations, this agreement, and the Family and Medical Leave Act.

Section 2. Employees are encouraged to accrue and save leave for emergencies to avoid leave without pay. The employer will determine in each case the amount of leave that will be granted. Employees may request annual leave or leave without pay without interference or coercion for any duration, pattern or purpose the employee deems necessary.

Section 3. By 1 December each year, employees shall be responsible for planning and requesting annual leave for the following leave year according to personal desires. Each employee will submit his or her leave request in writing listing specific dates in order of preference. All "use or lose" leave will be scheduled. The supervisor will advise employees not later than 1 January whether or not leave schedules are approved. The parties agree that approval of leave will be contingent upon mission requirements and may need to be rescheduled to meet changing mission needs. In resolving schedule conflicts arising from initial submission of leave schedules in December, the supervisor will approve leave based on employee seniority by Leave Service Computation Date. The application of seniority preference in this article does not extend to temporary or special program employees.

Section 4. Employees whose work area assignment is changed will contact the new supervisor regarding annual leave that was requested in advance of the former supervisor. The annual leave shall be entered into the current supervisor's schedule and honored if possible.

Section 5. Annual leave not scheduled at the beginning of the year will be requested as far in advance as possible by the employee to enable the Employer adequate time to reschedule work requirements where possible, or to give notice that the leave cannot be approved at that time. It is the intention of both parties to provide for the employees to use leave according to their wishes as much as possible within mission needs.

Section 6. Where an employee cannot ask for leave in advance due to emergency, the employee will contact the supervisor as soon as possible but not later than two hours after the start of the tour of duty, unless otherwise arranged. For exceptions see Article 37. In areas where mission requires obtaining a substitute worker, in order to provide coverage, the employee will make all reasonable effort to give as much advance notice as possible so other staffing arrangements can be made. Notification must be to the supervisor or an individual with specific authority to approve emergency leave. Approval of leave will not be automatic upon notification, but is subject to the supervisor's review and approval.

Section 7. Employees may participate in the leave transfer program if they meet current criteria for eligibility. The parties agree to encourage annual leave donors for the leave transfer program, and confidentiality of recipients and donors will be protected when requested.

Section 8. Annual leave or leave without pay in lieu of sick leave may be requested by an employee and is subject to the supervisor's approval.

Section 9. Employees may request annual leave or leave without pay for parenting purposes, including attending the birth, caring for the newborn or other children while the mother is incapacitated, and/or for parents to have a period of adjustment to the new child. Employees may request similar annual leave or leave without pay for any

13

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

adjustment period necessary upon adoption of a child.

17. SICK LEAVE

Section 1. The parties recognize the value of and the need for conserving sick leave for illnesses, contagious disease and hospitalizations. Accumulated sick leave is available for use when an employee:

- a. Is incapacitated for the performance of duty for medical reasons.
- b. Has medical, optical or dental appointments or treatment.
- c. Is exposed to a contagious disease and his/her presence on duty would, in the determination of competent medical authority, jeopardize the health of fellow workers.

Actual travel time may be charged to sick leave when an employee is referred by a competent, medical authority to a distant specialist.

Section 2. Supervisors, or individuals with specific authority to approve leave, shall approve sick leave for employee's incapacitation for performance of their duties. Employees shall notify their supervisor of illness or incapacity as soon as possible, but no later than two (2) hours after the beginning of the shift. **For exceptions see Article 37.** In areas where mission requires obtaining a substitute worker, in order to provide as much advance notice as possible so other staffing arrangements can be made. Employees are responsible for informing their supervisor of the expected duration of the absence, or following each doctor visit for incapacitation longer than one week.

Section 3. Sick leave will be requested in advance for medical/dental appointments.

Section 4. The Employer may advance sick leave, in accordance with appropriate regulation, to a maximum of two hundred forty hours. For exceptions see Article 38. **Section 5.** Leave for maternity reasons is a period of approved absence for incapacitation related to pregnancy and recovery from giving birth. It is chargeable to sick leave or any combination of sick leave, annual leave and leave without pay. The period of chargeable leave is that prescribed by the employee's personal physician.

Section 6. Employees may use sick leave, annual leave and/or leave without pay to care for others in accordance with 5 CFR, Part 630.

Section 7. Employees may request to use annual leave, leave without pay, or to be participants in the leave transfer program when their sick leave is exhausted.

Section 8. The parties agree that the Employer has the authority and responsibility to insist on medical certification when sick leave usage is questioned, in accordance with 5 C.F.R. 630.403. Where sick leave abuse is suspected, the Employer may counsel the Employee and, may notify the Employee in writing that all requests for sick leave must be supported by a Medical Certificate. If issuance of a formal sick leave abuse letter is warranted, it will be processed in accordance with established procedures. If a medical certificate is required, it will contain at a minimum, a written statement from a licensed medical practitioner which states the date and time the patient was seen and the period of disability.

18. OTHER LEAVE

Section 1. Court leave

- a. Employees are authorized court leave with pay when summoned in connection to

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

serve as a juror or as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State, or local government is party, including a military court.

b. If an employee is on annual leave when called for jury duty or witness service, court leave shall be substituted for the period served. No charge shall be made to annual leave for the court service.

c. An employee who is under proper summons from a court to serve on a jury will be granted court leave for the entire period served. Service includes temporary breaks or break periods between days of service established by the court. Jury service for which an employee is entitled to court leave does not include periods when the employee is subject to call by the court. However, if such standby would require the employee to remain at his or her residence in order to report within the required time limits established by the court, the employee would be entitled to court leave. Therefore, an employee may be required to return to duty or be charged annual leave, leave without pay (L WOP), or absence without leave- (AWOL), if after being excused, lunch, travel time home to change, and back to work the employee can work at least three hours of his or shift.

d. An employee serving on a jury in state or local court who waives or refuses to accept jury fees is still liable to the U.S. Government for the fees he or she would have received.

e. Fees collected from jury duty (other than travel pay) are to be returned to finance via the employee's supervisor along with his or her court verification documents (i.e. stamped jury summons, stamped tickets, etc.), so that the employee will not be charged annual leave. Reference: Title 5 USC Section 6322.

19. EXCUSED ABSENCE

Experience has shown that excused absence may be appropriate. Supervisors may occasionally excuse an employee's absence for up to fifty-nine minutes at their discretion. It is expected that the excused absence will be applied fairly on a case by case basis by the supervisors within their organizational unit (section, division or directorate).

20. BLOOD DONATIONS

An employee who volunteers as a blood donor without compensation, through either blood drives or emergency calls for blood, may be authorized up to four hours excused absence for this purpose.

21. PERFORMANCE

Section 1. The Employer agrees to issue performance appraisals and set performance standards in accordance with applicable laws, policies and regulations. Performance standards should be consistent with the duties and responsibilities of the position, and shall describe the level of achievement required for successful performance of the employee. The Employee will be allowed to participate in the development of his/her performance standards with the supervisor.

Section 2. Each employee shall be provided, at a minimum, a midpoint review and a written annual appraisal. The midpoint review will be documented by a notation on the TAPES form. The employee shall be furnished the original copy of the annual appraisal. Extension of the rating period may be necessary in some circumstances.

Section 3. Employees who have not attained an acceptable level of performance will be given an opportunity to improve their performance based on appropriate counseling (orally and/or in writing) and identification of performance shortfalls. If

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

these measures do not effect a change in the unacceptable performance, a Performance Improvement Plan (PIP) will be issued. PIPs will be in writing, contain the specific standards the employee failed to meet, and describe the intervals at which performance feedback will be provided during the PIP. During the issuance of a formal PIP, the employee may request representation.

Section 4. Performance appraisals may be grieved by the employee, by the terms of this agreement.

22. DETAILS

Section 1. A detail shall mean the temporary assignment of an employee to another position or set of duties for a specified period of time. Technically, a position is not filled by a detail, as the employee continues to be the incumbent of the job from which detailed. No official personnel action (SF 50) is executed for details of thirty calendar days or less. For details of thirty-one calendar days or more, an original SF SO must be provided to the employee with a copy of that job description or a statement of assigned duties. A copy of the documents will be placed in the employee's official personnel Folder, (OPF). The supervisor should provide the employee documentation (job description or a statement of assigned duties) of details made for less than 30 days.

Section 2. Management reserves the right to select the employee who he/she feels can most effectively accomplish the work and when practical will rotate these assignments. Details to higher-graded positions in excess of one hundred twenty calendar days will be made through use of competitive procedures. Details are not intended to deny an employee a temporary promotion.

Section 3. The Employer retains the right to decide when details are necessary to mission accomplishment.

23. PROMOTIONS

Section 1. The Employer agrees to utilize the skills and talents of its employees. Therefore, recruitment for promotions for positions within the bargaining unit will consider applicants within the workforce. Depending upon management's needs and the number of available candidates, consideration may be given to other appropriate sources, in accordance with appropriate regulations.

Section 2. An employee may apply under a promotion announcement at the time it is determined that a position will be filled by promotion, and the position is advertised under merit promotion procedures. Employees who are absent from duty during the announcement period due to leave for any reason will be considered if the employee submits the appropriate application during the announcement period. An employee who will be temporarily absent (e.g., on leave, at a training course, or on TDY) is responsible for providing written information to his/her supervisor as to series and grades of vacancies for which he/she would be interested in applying. The supervisor must either notify the employee as such vacancies are announced, so that he/she can apply within the time limits, or apply for the employee in absentia, whichever is more feasible.

Section 3. Merit Promotion announcements will be advertised for a period of at least two weeks to give employees an opportunity to apply for jobs. Announcements will provide a summary statement of duties, a statement of required qualifications and, if appropriate, a statement of any special knowledge, skills or abilities determined essential for effective job performance and for identifying the best qualified candidates.

Section 4. In general, the basic qualification standards issued by the Office of Personnel Management (OPM) will be used and changes to such standards as issued by OPM

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

will be implemented as directed. In those situations where there are no OPM standards or the OPM standards have to be modified to local conditions, management agrees to consult with the Union for input.

Section 5. Upon an employee's request, evaluations of past performance, as indicated on the appropriate form and used in the promotion process, shall be shown to and discussed with the employee. The employee may make comments for consideration by the ranking panel/official on a sheet, which he/she has signed, dated and stapled, to the appraisal form.

Section 6. Rating panel/official will limit best-qualified lists to fifteen candidates. If there are only one or two best-qualified candidates, their names may be furnished to the selecting official without expanding the area of consideration. This decision will be made by the appropriate personnel specialist and the selecting official. Selecting officials may select from among the candidates who are listed on the referral forms. The Employer retains the right to select from any appropriate source.

Section 7. When a written grievance is filed alleging violation of this article, the appropriate Union representative will be permitted to review those sanitized records pertaining only to the grievant, which were used as a basis for ranking and selecting employees for the promotion action being grieved. The records which may be reviewed are the referral list, record of awards, the supervisor's appraisal and the selecting officials statement of his/her reasons for the selection, and then only with the grievant's consent.

Section 8. Disputes arising out of the application of the merit promotion plan shall be processed in accordance with the negotiated grievance procedure or other applicable law or statute. Non-selection is excluded as a grievable matter.

Section 9. Selections for temporary promotions in excess of one hundred twenty days within the bargaining unit will be made through competitive procedures.

Section 10. Nothing in this article, either implied or expressed, shall affect the authority of the Employer to fill positions from among properly ranked and certified candidates for promotion or from any other appropriate source, in accordance with Title VII.

24. ENVIRONMENTAL DIFFERENTIAL PAY

The parties agree that the governing regulations, including Army-wide regulations, will be used to determine entitlements to environmental differential pay. Any employee who feels that they are entitled to Environmental Differential Pay will be allowed to apply for it without fear of threat or reprisal.

25. POSITION CLASSIFICATION

Section 1. Employees who feel their duties are improperly described will consult with their immediate supervisors for clarification. If the supervisor agrees that the job description is inaccurate, he/she will take steps to correct the situation.

Section 2. Employees, who feel that their job descriptions are inaccurately classified, and who wish to pursue the matter, will first consult with their supervisors. Should this oral complaint process fail to resolve the employee's questions, the employee may file a written classification appeal following governing regulations. The employer will ensure that the appeal is forwarded to the appropriate agency within 60 days. The Employer will insure that employees receive a copy of their job description following completion of any official action or as soon as practical following completion of an appeal.

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

Section 3. Management actions, which the Employer knows, will result in position classification changes will be made known to the union and the affected employees.

Section 4. The Union is permitted to have an observer present at the opening and closing of directorate-wide classification surveys. The Employer will notify the Union in writing fifteen (15) working days prior to the start of all such surveys.

Section 5. The Employer will permit the employee to review a copy of the classification standards or position guides for his/her position, upon written request.

Section 6. Job descriptions will contain the major duties assigned to each position. Any change in title job description will be discussed with the employee by his/her supervisor. The union will be notified of such changes.

Section 7. While duties listed in the job description are not set forth to strictly limit assignment of work and are not to be construed as a complete list of duties normally performed, they do include the major or grade-controlling duties of the position. The Employer agrees to take corrective action when an employee is misassigned by consistent or continuous performance of major duties other than those in the applicable job description. The purpose of utilizing the terminology "performs other duties as assigned" in a job description is to include duties as related to the job title and classification which are of an incidental nature and are not grade controlling, or which are performed on a limited basis. The Employer retains the right to assign duties. Customary duties, which may not be related to a position such as cleaning and maintaining (i.e.: replacing paper products, changing light bulbs, etc.) the employees work and common use areas may be assigned. This does not preclude self-help work as outlined in Article 25, Section 10.

Section 8. Duty assignments shall not be used as a reward or punishment.

Section 9. When the Employer directs the reassignment of an employee, the employee will be provided a copy of the job description of the position to which he/she is being reassigned, in sufficient time (not less than ten (10) workdays prior reassignment), to permit the employee to decide whether or not to voluntarily accept the reassignment. The parties recognize that the Employer retains the sole right to direct reassignment, with or without the consent of the employee. When management directs the reassignment of an employee the Union will be notified.

Section 10. The parties agree that the following procedures will apply with regard to self-help work performed by bargaining unit employees:

- a. Self Help Work is defined as work that is outside an employee's position description or performance of other duties as assigned per Article 25, Section 7 that is accomplished for the benefit of the work environment. Self Help Work will be accomplished on a volunteer basis.
- b. Management will notify NAGE in writing (if time allows) of the proposed work in advance.
- c. Management will ask for volunteers in writing (if time allows) on a first-come, first-select basis. However, supervisors will determine if volunteers have the required skill to accomplish the job and make selections accordingly.
- d. Employees must first be released by their immediate supervisor to do the project, before they can be considered for selection.

26. DISCIPLINE

Section 1. The parties recognize that the public interest requires the maintenance of high standards of conduct.

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

Section 2. The Union shall be given the opportunity to be present at any examination of an employee in the bargaining unit 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 such representation. If the employee does request Union representation; the management official will wait a reasonable amount of time before proceeding. A copy of any statements made by the employee will be provided to the employee or designated representative upon request.

Section 3. Disciplinary actions will be processed in accordance with appropriate laws, regulations and terms of this agreement. Management will make a reasonable effort to ensure disciplinary actions are taken in a timely manner and the supporting documentation is consistent.

Section 4. An employee shall not be precluded from exercising grievance or appellate rights established by law, rule, or regulation.

27. REDUCTION IN FORCE PROCEDURES

Section 1. The Union will be notified and provided relevant information on matters which pertain to Reduction in Force (RIF) or potential RIF action in any competitive area which includes bargaining unit employees. Official decisions and information generated locally will be shared with employees after the labor organization has been briefed. The parties realize that the actions and communications of higher headquarters are not within local control. Efforts will be made to insure the Union is informed first, but when not feasible, the Union will be notified as soon as possible, The Union shall be notified in advance of, and given opportunity to attend, all formal organizational meetings with employees concerning RIFs.

Section 2. As a minimum, the Employer will provide notice to affected employees in accordance with government-wide regulations. The Employer will make reasonable effort to provide as much notice as possible. In the event that the Employer knows specific positions, which will be affected by a RIF in advance of the issuance of specific notices, a Certificate of Expected Separation will be provided so that employees become eligible for placement and training programs. The Employer will discuss with the Union requests to the appropriate headquarters for Voluntary Early Retirement Authority (VERA), Voluntary Separation Incentives Program (VSIP) or other incentive package when the criteria-for the submission of such a request is met.

Section 3. The Union will be given retention registers and the documents supporting retention decisions once employees have received specific RIF notices.

Section 4. When a decision is made to conduct a RIF, the Employer will curtail filling bargaining unit vacancies to the maximum extent possible in order to use attrition to accomplish staff reductions. Once bargaining unit employees are identified for separation or change of lower grade, then the Employer will give every consideration to reassignment or change to lower grade actions in order to fill vacancies, when the displaced employee can reasonably be expected to meet the Qualifications Standards Handbook or the x-118c qualifications for the position. Individual cases will be evaluated where satisfactory performance would be expected with minimum investment of formal or on-the-job training.

Section 5. To assist in placing affected employees; consideration will be given to

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

waiving qualifications when filling vacant positions. Qualifications cannot or will not be waived for registration in the Priority Placement Program (PPP), for bumping or retreating or for positions with mandatory qualifications. The Union will be consulted when any decision is made not to waive the qualifications. This provision will be subject to any requirements or constraints imposed by PPP on filling the vacancy.

Section 6. The parties agree that cooperative efforts will be made in placing employees identified for separation. The Employer or the Union will be notified in advance of any scheduled meetings and provided an opportunity to attend. Reasonable time will be made available for participation in these cooperative efforts for those employees who have received a RIF separation notice.

Section 7. Relocation expenses will be paid to employees whenever authorized under the Joint Federal Travel Regulation (JFTR).

Section 8. NAGE Local R 12-90 will represent and assist bargaining unit employees equally in all PIP-related matters, regardless of union membership status.

Section 9. Privileged information concerning both RIF decisions and information on individual employees will be held confidential.

28. HEALTH AND SAFETY

Section 1. The Employer agrees to provide a safe and sanitary workplace for all employees and shall comply with applicable laws and regulations, including Department of the Army's implementation of OSHA standards, as applicable. An employee shall not be assigned work that is to be performed in a manner clearly contrary to regulations. The Union agrees to support Management in complying with applicable safety laws, rules and regulations.

Section 2. The Employer will furnish protective clothing and equipment when employees are assigned to work areas that have been designated as requiring use of specific types of personal protective equipment. Within available resources, the furnished safety items shall be replaced in accordance with established standards, upon becoming unsafe, unsanitary or ineffective. Employees who have been issued safety clothing/equipment are required to wear/use such items when performing work and will have such items available for the duty purpose intended. The Union will vigorously encourage employees to comply with all requirements regarding protective clothing and equipment.

Section 3. Individual employee safety issues should be first discussed between employee and supervisor or work site safety representative. If not resolved, then the matter may be referred to the Safety Officer or a Union Official. If management still believes the work is safely assigned the employee must perform it. An employee may refuse to perform the assigned work if he has a defensible good faith belief that imminent risk of death or serious bodily harm could result coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

Section 4. A Union member appointed by the President local R 12-90 will serve on the Installation Safety Committee. The Union designee will be provided duty time to represent the Union at the Safety Committee. The Union designee is responsible for bringing issues to the installation Safety Officer and Installation Safety Committee that affect a significant number of employees. Arrangements for presenting issues to the Installation Safety Committee will be made by submitting a written request to the installation Safety Officer in advance of the scheduled meeting. All formal safety suggestions submitted

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

under Army Ideas of Excellence will be available for review by the Union.

Section 5. The Employer agrees to establish a process whereby all installation organizations will be notified of impending severe weather conditions. This process will be identified in an appropriate operating plan. The Employer may consider implementing a liberal leave policy during periods of severe weather. The Union agrees to encourage employees to be alert to changing weather conditions while off duty and to make plans in order to arrive at work on time. Adjustment of personal travel schedules may be necessary during such periods of severe weather.

Section 6. Supervisors should be observant of work situations where special precautions may be necessary due to conditions such as excessive cold, heat or humidity. Employees should notify their supervisor when such conditions exist. When necessary, the installation Safety Office will clarify what weather related work precautions should be taken.

Section 7. The Union agrees to support the Army's Safety Program by encouraging all employees to abide by established OSHA and Army standards, safety rules, regulations, directives and safety tests. Employees will immediately report to the supervisor any on-the-job injuries or illnesses. Except for extreme emergencies, injured employees will report to the supervisor who will in turn notify the OWCP program coordinator. The Employer agrees to administer Workers' Compensation claims fairly and in accordance with applicable laws. Union officials agree to fully support the light duty program.

Section 8. Within reasonably available resources the Employer agrees to make such minor physical plant modifications or attempt to make duty location assignments as may be required to allow mobility-impaired employees to be assigned to areas now restricted from their use due to current design.

Section 9. When required by applicable law, regulation or as identified by the installation Safety Officer, employees will not be allowed to work alone.

Section 10. The Employer agrees to notify the Union and allow a representative to be present as observer whenever an external agency provides monitoring to resolve an alleged exposure situation affecting the workforce.

Section 11. Medical Eye Exams:

- a. If an OH Physical determines that the employee needs an eye exam; management will pay for one eye exam at a location determined by management. Management will make a good faith effort to locate several exam locations to facilitate employee access.
- b. The employees will take the exam on their own time.
- c. If the position requires safety glasses, the government will pay for safety glasses approved by management

29. ON-THE-JOB INJURIES

Section 1. The Employer agrees to administer and process Workers' Compensation program claims in accordance with applicable law.

Section 2. The Employer agrees to inform employees who are injured at work, of his/her right to apply for continuation of pay (COP), provide appropriate forms, and submit all claims for benefits to the appropriate office in a timely manner. Employees are responsible for initiating claim forms, but will be provided assistance with electronic filing, if the employee so requests.

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

Section 3. Both parties agree to support the light duty program for employees injured while on duty.

Section 4. The Employer will not discriminate against employees who have filed, applied for, or been awarded compensation from Worker's Compensation.

Section 5. It is the intention of both parties to eliminate on-the-job injuries to the fullest extent possible, and to provide for the effective and fair administration of the Workers' Compensation Program.

30. WELLNESS

Section 1. The Employer agrees to support employee wellness initiatives {based on available resources) by advocating blood pressure screenings and Employer-Union selected smoking cessation classes. The class type, length, cost, duty time authorized, etc. will be determined through discussions with the objective of offering a quality program with emphasis on personal responsibility. It is understood that some participation by an employee during off-duty time may be necessary given the type of program offered. The Employer may provide other wellness activities such as safety/health programs and lunch/learn activities. These activities may be offered both on and off-duty.

Section 2. The parties agree that participation in any wellness program is strictly voluntary.

Section 3. The Employer agrees to provide reasonable access to its recreational facilities to employees and members of their immediate families. The Union agrees that priority use of these facilities must go to military users as part of their requirement for physical fitness training, and to their families as a military member's benefit.

31. CHILD CARE

The parties recognize that child-care at or near the work site is a substantial benefit and convenience for employees. The Employer agrees to provide child-care at reasonable cost to employees when childcare programs exist and military priorities have been met.

32. ALCOHOLISM AND DRUG ABUSE

Section 1. The Employer, in recognition that alcoholism and drug abuse are treatable illnesses had established a program to facilitate Employer and employee awareness of alcoholism and drug abuse problems. The parties agree to cooperate in an attempt to assist affected employees to rehabilitate themselves.

Section 2. The Process for Fort Hunter Liggett Employees testing positive will be as follows:

a. With the exception of Police Officers, the following procedure will be used when handling employees found to have tested positive for narcotics and/or alcohol. If the employee is found to be positive for narcotics during a random urine test, the employee may be subject to immediate disciplinary action. The employee may also be offered evaluation by a certified substance abuse counselor.

b. If the employee agrees to an evaluation by a certified substance abuse counselor, he or she will be given the following options dependent upon the evaluation recommendation:

(1) 8 hours of education for substance abuse

(2) Enrollment (at the employees expense) in a substance abuse group such as Alcoholic Anonymous or Narcotics Anonymous with monitored attendance at the prescribed meetings as agreed and will submit to random testing while in the program.

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

(3) Entrance at the employees expense to an impatient rehabilitation program.

Other abuse situations:

a. If a Police Officer tests positive or an employee has a vehicular accident or causes personal injury to self or others while working and tests positive, management may take the following action:

- (1) Immediate disciplinary action.
- (2) The employee will be removed from duty until he or she can safely resume his duties.
- (3) Be afforded an opportunity for the above evaluations.

Section 3. An employee may request leave according to the balances in his/her leave account for the purpose of receiving treatment for alcoholism or drug abuse from a recognized medical or rehabilitation facility, when it has been determined that a bonafide for treatment exists, and this employee has completed arrangements for such treatment.

Section 4. The earlier a problem is identified, the more favorable are the chances for a satisfactory solution. To this end the employee may seek assistance directly, or the Employer may refer the employee for assistance. Referrals must be made on an objective and factual basis, rather than on unsupported assumptions or judgements. The objective of the referral is to assist the employee.

Section 5. Parties recognize that they can make a significant contribution by encouraging employees to recognize their problems and to pursue treatment.

Section 6. The parties will use community agencies and community resources in connection with the alcohol and drug abuse treatment program.

Section 7. The parties agree that it is the employee's responsibility to seek and achieve rehabilitation for recognized personal health problems in order to meet the responsibilities of a Federal employee.

33. WAGE SURVEYS

Section 1. Should FHL be tasked to participate in the area wage survey the Employer agrees to notify the Union promptly of any wage surveys, hearings, results of surveys, which will affect bargaining unit employees.

Section 2. Upon notification by the Employer, the Union will nominate employees and Union officials to serve as data collectors and alternates. The Union reserves the right to nominate from any work site. The Employer will be responsible for the cost of all wage surveys.

34. CONTRACTING OUT

Section 1. Contracting out-outsourcing and privatization are general terms used to express different means of performing work (on or for Fort Hunter Liggett by private companies or individuals) performed by bargaining unit employees. The Union is particularly concerned about the Employer using contracted services when bargaining unit positions may be jeopardized. Other contracting issues, which do not directly affect bargaining unit jobs, may be addressed through discussions between both parties.

Section 2. Pursuant to the provisions of the 5 U.S.C. §71, management retains authority to make determinations with respect to Contracting Out, and it is recognized that the Union opposes the use if non-bargaining unit options to accomplish work. The Employer recognizes these objections and the union's right in

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

attempting to change current laws and regulations, which the Union feels encourage the use of contractors.

Section 3. The Employer agrees that all actions taken in connection with a decision to contract out work normally performed in-house shall be in accordance with prescribed regulations or as directed by Department of the Army or Department of Defense. Whenever the Employer proposes to contract work or a service, when bargaining unit jobs or employees may be affected. The Union will be notified as soon as possible. Impact and implementation bargaining will begin upon said notification.

Section 4. The Employer will make available to the Union the opportunity to attend any contract out or A-76 training offered to the installation senior leadership.

Section 5. When any decision is made to formally evaluate contracting out, the Employer will notify the Union as soon as possible so that the union can participate in the process.

Section 6. The Employer, shall share information freely and openly during the above process and provide the Union with all the same information and material that it provides contract bidders and potential contractors in accordance with applicable laws, DOD Directives and Army Regulations.

Section 7. The Employer shall provide the Union with written notification of the final decision to either remain in-house or contract out with the pertinent factors, which led to the final decision.

Section 8. Employer will require the contractor to offer the right of "First Refusal" to affected employees due to contracting out awards.

Section 9. The Union will be allowed to have a representative present when potential bidders are given a "walk through" of the function undergoing A-76 review (or other contract study/review). Informational briefings will be held with bargaining unit employees affected by A-76 studies (or other contract study) and the Union will be given advance notification of all such briefings and be given the opportunity to have a representative attend the briefings.

Section 10. The parties recognize that there is a statutory appeals process for A-76 studies, which result in the contracting-out of in house functions.

35. DUES WITHHOLDING

Section 1. Eligibility. Any bargaining unit employee who is a dues paying member of the Union may pay those dues through payroll deductions. Such deductions will be discontinued when the employee leaves the bargaining unit, ceases to be a member in good standing with the Union, or submits a timely revocation form.

Section 2. Union Responsibilities. The Union agrees to inform the Employer, in writing, of the following:

a. The dues amount or changes in dues amount. This will be accomplished by filling out the proper paperwork for either establishing or changing a dues withholding amount, this request must be submitted to the Defense Finance and Accounting Service (DFAS) in Pensacola, Florida using the DCPS Employee Organization Information Change Form with the written request coming from someone with the authority to authorize the change.

b. The names of the Union officials responsible for certifying to the Employer changes in allotments.

c. The name and address of the payee to whom the remittance checks should be made.

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

Section 3. Employer Responsibilities. It is the responsibility of the Employer to:

- a. Process voluntary allotments of dues in accordance with this agreement and in amounts certified by the Union.
- b. Withhold employee dues on a biweekly basis.
- c. Transmit remittance checks to the recipient designated by the Union in accordance with this agreement as expeditiously as possible, together with one copy of a listing containing the name of each employee for whom a deduction was made, and the amount of the deduction.
- d. When requested by the Union, the employer will furnish the union a current listing of bargaining unit employees (not more than monthly) The listing will include; employees name, grade and organizational identifier.

Section 4. Procedure for Withholding.

a. Bargaining unit members wishing to have their dues withheld will submit their completed DA 1187s to the Union-designated officials. These officials will certify the forms and include the amount of dues to be withheld. The forms will then be forwarded to the Civilian Personnel Office who will then process and forward the forms to the appropriate Payroll Office.

b. Dues withholding will become effective at the beginning of the next pay period, if the SF 1187 is received by the payroll office at least seven working days prior to the beginning of that pay period, as long as the dues amount is already in the payroll system, any changes to the dues amount must be submitted as required see Article 35, section 2a.

Section 5. Changes in Dues Amount. At any time there is a change in dues structure, the Union will notify the Employer, in writing, noting the new amount. The new amount will be deducted starting the first pay period following receipt by the appropriate Civilian Payroll Office, provided notification is received at least seven working days prior to the beginning of that pay period.

Section 6. Revocation.

An employee may request revocation of his/her dues allotment by submitting a SF 1188 to the Union office. For initial membership application, revocation can only be submitted thirty days prior to that first year anniversary date. Afterward, revocation can only be made during the period 1 to 30 April annually.

Section 7. All payroll deductions and transmittals will be made at no cost to the Union. No locally devised or other forms other than OPM-approved forms will be used to initiate allotments.

36. EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The parties agree to actively support programs developed to provide equal opportunity in employment for all persons; to prohibit discrimination because of age, race, color, religion, sex, national origin or mental or physical handicap; and to promote the realization of equal employment opportunity through continuing affirmative action, upward mobility and handicap accommodation programs.

Section 2. The Employer agrees to consider utilizing the present skills of employees by redesigning jobs, when feasible, and providing opportunities for employees to enhance their skills through on the job training, work study programs, job design measure and other training programs in compliance with applicable regulations.

Section 3. The parties agree to jointly discuss and attempt to resolve, grade levels

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

at which positions will be filled, sources of recruiting, training required and to what extent to redesign jobs and physical accessibility of facilities and job sites.

Section 4. Both parties agree that the EEO process and the negotiated grievance procedure are separate mechanisms for resolving allegations of discrimination and are defined by regulations. The Union retains certain rights under EEOC regulations and Title VII. During pre-complaint counseling, EEO counselors will be directed to inform all potential complainants covered by this agreement of their right to pursue their complaint under EEO procedures, or grievance procedures, but not both.

Section 5. The parties agree that the appointment of EEO counselors is a management right. The Employer agrees that whenever new and/or replacement EEO counselors are to be appointed, nominations for the appointments may be submitted by the Union. While the selection of counselors is a right of the Employer, the EEO counselor is an impartial or neutral party serving neither management nor the employee. Rather, the counselor attempts to establish meaningful communication and, when possible, secures an informal resolution of the problem. In no situation may an EEO counselor represent or appear to represent the employee, the Union or management.

37. FIRE, POLICE & EMERGENCY SERVICES

Section 1. Health & Safety

The employer and the Union affirm their mutual interest and concern for the safety and health of Fire and Police personnel. The employer agrees to comply with and enforce health and safety standards in accordance with applicable laws and DOD/Army regulations. When required for their position, employees will be provided an annual physical under the employers' direction at the government's expense. The employer agrees that inoculation for communicable disease is desirable for health care workers, and will be provided by the employer in accordance with Army Occupational Health policies.

Section 2. Protective Equipment & Clothing

Protective equipment & clothing which is specifically not mentioned by current laws or regulations, but is considered to be in the best interest of the employer and the employee will be addressed through the appropriate procedure provided in this agreement, such as the Garrison Safety Committee.

Section 3. Uniform Allowance

Uniform allowances are governed by Title 5, USC. Subchapter 1, Sec 5901 through 5903.

Section 4. Tour of Duty

The tour of duty for federal firefighters is set at 72 hours per week. FHL firefighters have established this tour to run concurrently since 1954. During each 24-hour shift, 8 hours will be actual work, and 16 hours will be in standby status, which includes a designated sleep period. Sleep and meal periods will constitute hours of work.

Section 5. Overtime

Overtime assignments will be offered equitable among equally qualified employees who possess the skills necessary to perform the work in order to maintain minimum staffing requirements established by the employer.

Section 6. Control Burns

Control burns are not emergencies, and can be generally planned in advance. When

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

Practical, the length of operations should normally not exceed 8 hours.

Section 7. Fire Line Duration

Fire line duty will be governed by factors such as, temperature, slope, accessibility, resources and duration. When feasible, actual fire line duty will not exceed 12 hours per day in duration, for affected individuals.

Section 8. Leave

Due to the nature of essential personnel in emergency services, employees shall notify their supervisor of illness or incapacity as soon as possible, but no later than 2 hours prior to the beginning of their shift. The same conditions apply for emergency leave. Fire Employees' routine shift rotations shall be posted in their work area at least nine months in advance. When other schedule changes are necessary to meet mission accomplishment, the employee should be notified at least 14 days in advance, except in circumstances where advanced scheduling is impractical or would negatively impact mission accomplishment.

Section 9. Unexploded Ordnance

Fire suppression in training areas where unexploded ordnance signs are posted will be in accordance with DOD/ Army policy and regulations.

Section 10. Police Shift Rotation

- a. There will be a rotation of shifts every twelve (12) months, running from August 1st to July 31st (unless management determines that staffing conditions require otherwise).
- b. Shift selection will be by seniority, but no one will be allowed to work a shift for more than 24 months unless requested by the employee and approved by management.

38. NON-APPROPRIATED FUND (NAF) EMPLOYEES

Section 1. AR 215-3 will serve as the governing policy for all NAF Employees in addition to the following sections of this article. The remaining terms of this labor agreement will apply to NAF employees when not in conflict with AR 215-3 or the Article.

Section 2. Reduction in Guaranteed Hours.

The Union will be informed of any reduction in guaranteed hours before notices are issued to the employees. Upon request from the Union, a meeting shall be held with the Union and the Employer to explain the planned change.

Section 3. Business-Based Actions

The Employer will notify the Union when it is determined that a Business-Based Action is necessary. The Employer will notify the Union of anticipated spaces to be abolished, the approximate date when personnel actions will be initially effected and reasons for the BBA. The Employer agrees to consult with the Union on the BBA and shall fully consider any suggestions made by the Union. The Union agrees not to divulge the contents of the plan until official notices have been issued by the Employer to the employees affected. Existing vacancies considered necessary to be filled by the Employer will be utilized to place in continuing positions qualified employees who otherwise would be separated. The Union representative may receive the retention list of affected employees.

39. PRINTING AND DISTRIBUTION OF THE AGREEMENT

Section 1. The Employer agrees to print and furnish to every manager, supervisor, and bargaining unit employee and make available to new employees as they come on board, one copy of the negotiated

National Association of Government Employees (NAGE) & Fort Hunter Liggett (FHL)
Labor Agreement

agreement. The Employer will provide at no cost to the Union 100 copies of the contract. The Agreement will also be available by computer disk and/or loaded on local area computer network. The initial distribution of the agreement to bargaining unit members will be the responsibility of the Union.

Section 2. The Union shall have the right to approve the gallery proof copy prior to going to press and shall initial the proof for record purposes.

Section 3. For historical purposes, the Employer and the Union shall sign four copies of the agreement: the original and one copy for the Employer, and two copies for the Union.

Section 4. Any amendments and supplements hereto shall be published and distributed in the manner herein described for the basic agreement.