

NEGOTIATED AGREEMENT

Between

HEADQUARTERS

U.S Army Transportation Center

And

International Association

of

Firefighters

Local F-173

Fort Eustis, Virginia

26 August 1981

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PREAMBLE

This Agreement is made by and between the US Army Transportation Center, Fort Eustis, Virginia, hereinafter Referred to as the "Employer" and the International Association of Fire Fighters, Local F-173, ALF-CIO-CLC, Hereafter referred to as the "Union".

The intent and purpose of the Agreement is to promote and Improve the effectiveness and efficiency of the US Army Transportation Center and the well being of the employees pursuant to the provisions of the Civil Service Reform Act of 1978 (Public Law 95-454) governing labor-management relations in the Federal service (5USC s 7101 et seq), which hereinafter will be referred to as the "ACT". The parties hereto concur that this can best be accomplished through the mutual effort and through the establishment of basic understanding relative to personnel policies and practices and other matters affecting general working conditions.

Now, therefore, the parties agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer recognitions the Union as the Exclusive Representative of all employees in the unit as Defined in Section 2 of this Article. The UNION recognizes the responsibility of representing the interests of all Employees in the unit without discrimination and without Discrimination and without regard to UNION membership.

Section 2. The Unit to which this agreement is applicable is composed of all non-supervisory, General Schedule Firefighters, Crew Chiefs and Fire Protection Inspectors with duty station at Fort Eustis, VA. Excluded from the Unit are professionals, wage grade employees, guards, Supervisors and management officials as defined in Public Law 95-454 and employees engaged in Federal Personnel work in other than a purely clerical capacity.

ARTICLE 2

MATTERS SUBJECT TO CONSULTATION AND NEGOTIATION

Section 1. Matters appropriate for consultation or Negotiation between the parties are policies and Practices relating to conditions of employment which the discretion of the EMPLOYER and charges of laws and regulations or policies directive in nature to the EMPLOYER that may warrant changes to conditions of employment.

Section 2. Either Party has the right, as reasonable times, to confer with the other concerning subjects appropriate for consultation or negotiation as outlined in Section 1, above. The party desiring a meeting shall give reasonable notice to the other party specifying the subject matter to be discussed and, if appropriated, summarizing the incident or condition, if any,

which necessitates the meeting. Representatives of the EMPLOYER and the UNION shall have a regular scheduled meeting once a month.

ARTICLE 3

PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood by the EMPLOYER and the UNION that in the administration of all matters covered by this Agreement, officials and employees are governed by existing laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement is approved and by subsequently published policies required by law or by Government-wide regulations of appropriate authorities, or authorized by the terms of a controlling agreement between Department of the Army and the International Association of Fire Fighters.

Section 2. It is agreed that any Department of Army regulation regarding conditions of employment issued during the life of this AGREEMENT will not be applied if such application would be inconsistent or in conflict with existing provisions of this AGREEMENT. Rules and regulations regarding conditions of employment which are in existence at the time this AGREEMENT is approved, and which are not in conflict with this AGREEMENT, remain in effect.

ARTICLE 4

RIGHTS OF EMPLOYER

Section 1. It is agreed that the Employer retains the right, in Accordance with the ACT:

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

- b. To hire, assign, direct, layoff and retain employees in the Command, or to suspend, remove, reduce in grade or Pay, or to take other disciplinary action against such Employees;
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Command operations shall be conducted;
- d. In filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source;
- e. To take whatever actions may be necessary to carry out the Command mission during emergencies.

Section 2. Nothing in this Article shall preclude the Union from Negotiating:

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

ARTICLE 5

EMPLOYEE RIGHTS

Section 1. Employees shall have and shall be protected in the exercise of, the right, freely and without fear or penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. Except as hereinafter expressly provided and pursuant to the Statute, the freedom of such

employees to assist any employee organization shall be recognized as extending to participation in the management of the organization in the capacity of any organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority.

Section 2. The EMPLOYER shall take such action, consistent with law, as may be required to assure that employees in the unit are apprised of the rights described in this section and that no interference, restraint, coercion or discrimination is practiced within the unit to encourage or discourage membership in any employee organization.

Section 3. The rights described in this article do not extend to participation in the management of an employee organization, or representation of any such organization, where such participation or representation would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with official duties of an employee.

Section 4. Any Employee has the right, regardless of UNION membership, to bring matters of personal concern to the attention of appropriate officials, in accordance with applicable laws, rules, regulations, or established policies.

Section 5. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 6. Employees of the UNIT have the right to consult or meet with a Union representative during the employees regular working hours and to be presented in a grievance or disciplinary action. This right to consult with and be represented by Union representatives is as specified in this AGREEMENT.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF THE UNION

Section 1. The UNION shall accept employees of the Unit as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status or physical handicap.

Section 2. The UNION shall be entitled to act for and to negotiate agreements covering all employees in the bargaining unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to UNION membership.

Section 3. The UNION has the right to represent any employee in the bargaining unit in connection with an informal or formal grievance, complaint or an appeal from an adverse action, if the individual employee involved desires such representation.

Section 4. The UNION shall be given the opportunity to be present at formal discussions between management and employees or employees representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit, subject to applicable regulations and policies, including but not limited to necessary requirements as to security and confidentiality of information.

Section 5. When the EMPLOYER conducts a nonformal, investigatory interview of the employee being interviewed as entitled, upon the employee's request to the presence of a UNION representative, if the employee has reasonable ground to believe that the interview may result in disciplinary action against him or her. The employee will be informed of his/her right to representation when given a written proposed disciplinary action.

ARTICLE 7

UNION REPRESENTATION

Section 1. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 2. The Union agrees to furnish the Employer a complete written list of officers and stewards. A list of Officers will be submitted upon their election and a list of Stewards upon their designation, or change. Only those Officers and stewards who have been designated by the Union will be recognized by the Employer. Within five workdays of election, designation or change, the lists of Officers and stewards will be delivered to the Civilian Personnel Officer. The number of stewards shall be the minimum number required to assure that each employee in bargaining unit has access to a steward on his work shift and work location. The UNION will not knowingly appoint as a steward any person who has been denied a security clearance, or whose security clearance has been revoked or suspended.

Section 3. The Union will designate not more than four (4) unit members from the bargaining unit as individuals entitled to utilize official time without charge to leave or loss of pay in accordance with this Article.

Section 4. UNION stewards and elected officers of the unit shall be authorized reasonable working time during duty hours to perform official UNION-Management duties. There shall be no restraint, interference, coercion, or discrimination against the steward because of the performance of such duties. UNION stewards and elected officers shall conduct their business with dispatch.

Section 5. Union representatives will not exceed the number of management representatives in accordance at any one case or complaint session. Additionally, no more than one of the individuals identified in Section 3 will be permitted the use official time for any one case or complaint. Additionally, the

determination as to the appropriate time for release from duty will necessarily depend on the facts and circumstances of each individual situation and approving supervisors shall be guided the following:

Approval shall normally be reserved for such times as will cause minimum interference in the performance of regular duties.

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Section 6. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw to reasonable distinction between official and Nonofficial activities, those activities concerned with the internal management of the UNION, soliciting membership, collecting dues, campaigning for UNION officers, conducting elections for employee organization officers and distributing literature will conduct outside of regular working hours. UNION stewards and elected officers of the unit may receive and investigate, but shall not solicit complaints or grievances from an employee of the unit.

Section 7. A Union officer or steward, when desirous of leaving his/her work site to engage in approved Union activities during duty hours, shall first obtain the permission of his/her supervisor of his/her destination, the general nature of the activities to be engaged in, and the estimated time of return. If the supervisor determines that the steward's/officer's presence is necessary to meet the needs of the Employer, the steward/officer will be so informed and will be advised of a time when the steward/officer can be released. Where delays in presenting grievances are caused by the supervisor's inability to release the grievant, additional time for such purposes will be granted. Union officers and stewards and the employees they contact will report to their supervisors upon their return to work.

Section 8. An employee desiring to leave his/her job to secure the advice and assistance of the steward assigned to represent the area will obtain his/her supervisor's prior approval. Supervisor permission in these instances will normally

be granted. However, if the supervisor cannot release the employee at that time, the supervisor will advise the employee of a time when he/she can be released from duty. Contacts between employees and stewards will take place within the immediate vicinity of the employee's assigned work area.

Section 9. In order to account for the total hours and usages spent by Union officers and stewards in accordance with approved Union activities, the following procedures will be followed. The Official Time Report (OTR) at Appendix A will be completed by the supervisor based on information furnished by the union representative. The Union representative will review and sign the OTR. The OTR will detail the amount of time spent by each Union officer and steward on approved Union activities, the specified activity undertaken, the initiator of the request.

Section 10. The Employer agrees that officers or duly designated representatives of the Union or its national office, who are not employees of TRADOC will be admitted to the installation upon request to Employer by the Union assuming DA and installation security regulations are met. The Union shall first inform the Civilian Personnel Office that such a visit is desired and the reason therefore not later than three working days before the scheduled visit. Procedures for meeting with employees will be stated in Section 7 and 8 of this Article.

Section 11. If UNION steward's or elected officer's of the unit use of regular working hours consultation with employees of the EMPLOYER interferes unduly with the proper performance of his official duties as an employee, the matter will be objectively discussed with him and other officers of the UNION in order to find a satisfactory solution.

ARTICLE 8

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The EMPLOYER and the UNION agree to cooperate in providing equal opportunity in employment for all persons and to promote the full realization of equal employment opportunity through a continuing affirmative action program under applicable laws and implementing directives.

Section 2. Any employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not with respect to such authority discriminate for or against any employee:

- a. On the basis of race, color, religion, sex or national origin, as prohibited under section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16);
- b. On the basis of age, as prohibited under sections 12 and 15 of the Age Discrimination in Employment Act of 1966 (29 U.S.C. 631, 633a);
- c. On the basis of sex, as prohibited under sections 6 (d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(d));
- d. On the basis of handicapping condition, as prohibited under section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791); or
- e. On the basis of marital status or political affiliation, as prohibited under any law, rule, or regulation.

Section 3. Unit employees who feel they have been discriminated against have the right to discuss his/her complaint with an Equal Opportunity Counselor and may file a formal complaint in accordance with existing regulations. In addition, the employee may choose to have a personal representative when filing a formal complaint.

Section 4. The Fire Chief will consider the views and recommendations of the UNION prior to submission of the Fire Department's Affirmative Action Plan to the Equal Employment Opportunity Office.

ARTICLE 9

DISCIPLINARY ACTIONS

Section 1. Both parties agree that primary emphasis will be placed on preventing situations requiring disciplinary actions, through effective employee management relations.

Section 2. Both parties agree that disciplinary actions may be taken for just and sufficient cause. Disciplinary actions will be initiated only after a preliminary investigation or inquiry indicates that such action is appropriate for correcting the employee and maintaining discipline and morale.

Section 4. It is agreed that all disciplinary actions are grievable under the negotiated grievance procedure except as otherwise provided for in this agreement.

Section 5. For the purpose of the AGREEMENT, the term Disciplinary Actions include reprimands and suspensions of fourteen (14) calendar days or less. Letters of caution or requirement are not disciplinary actions. Insofar as possible, and in order to maintain consistency the Standard Schedule of Disciplinary Offenses and Penalties will be used as a guide for administrating discipline.

ARTICLE 10

ADVERSE ACTIONS

Section 1. Adverse actions covered by this Article are removal, suspension of more than fourteen (14) calendar days,

furlough of thirty (30) days or less, and reduction in grade or reduction in pay.

Section 2. Adverse actions are subject to the negotiated grievance arbitration procedures of this agreement or are appealable to the Merit Systems Protection Board (MSPB), but not both procedures.

Section 3. Adverse actions will be initiated and effected in accordance with applicable regulations. Management will provide an extra copy of the proposed adverse action to the employee.

Section 4. During the conduct of an adverse action hearing, the employee may elect to
Be represented by a person of his/her choice.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 1. A “grievance” is defined in Article 33, Section 2c of this Agreement. The expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly and equitable means for resolving complaints and grievances. The UNION shall ensure that, when representing employees of the unit, no complaint or grievance will be taken or pursued without first having been brought to the attention of the EMPLOYER for coordination and possible resolution.

Section 2. Unit employees covered by this agreement may present a grievance which may be adjusted with or without UNION representation at the grievant's discretion. However, the UNION shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration, unless the UNION agrees to do so.

Section 3. Certain matters are excluded from coverage by this Grievance Procedure and from coverage by the arbitration procedure, either because they are not grievable or arbitrable matters or because they are matters which are subject to final administrative review outside the agency under law or the regulations of the Office of Personnel Management. The following matters are subject to such exclusion:

- a. Political Activities
- b. Retirement, Life or Health Insurance
- c. Suspension or Removal for National Security Reasons
- d. Examination, Certification or Appointment
- e. Position Classification which does not result in loss of grade or pay of an employee
- f. Nonselection for promotion from a group of properly ranked and certified candidates
- g. Allegations of mismanagement
- h. EEO Complaints
- i. Performance Standards and critical elements
- j. Separation of Probationary Employees

Section 4. In compliance with the Statute, an employee may elect either appeal the following actions to the Merit Systems Protection Board (MSPB) under the procedures prescribed by the MSPB, or to pursue the matter through the grievance/arbitration system, but not both. The employees election, once made, is final:

- a. Removal
- b. A suspension for more than 14 days
- c. A reduction in grade

- d. Reduction in pay; and
- e. a furlough of 30 days or less

A grievance filed under this Section will be submitted to the Commander, ATTN: CPO for decision within 20 days of effective date of the action.

Section 5. Grievances may be initiated by employees, either singularly or jointly, or by the UNION or by the EMPLOYER. Regardless of UNION membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation or established agency policy. An employee or group of employees in the unit may be represented only by the exclusive UNION, or by a person approved by the UNION, in filing a grievance under the negotiated procedure.

Section 6. The EMPLOYER and the UNION expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail, however, the following procedures are established for settlement of grievances:

Step 1. The grievance shall first be discussed informally by the aggrieved employee and his representative; if any, and the immediate supervisor involved. If the matter is not settled within four (4) workdays from the time of this meeting, the grievance may be moved to the next step. The grievance submitted at Step 1 shall be the sole issues in the grievance to be considered and no additional issues will be presented at any further step of the Grievance procedure. Additional issues can be initiated at Step 1 as a separate grievance.

Step 2. If no satisfactory settlement is reached in Step 1, the grievance shall be reduced to writing, stating the issue(s) involved and the corrective or remedial action sought, and submitted to the next higher supervisor within four (4) workdays. This employee will be advised of the next higher supervisor's decision in writing within (8) workdays after receipt of said grievance.

Step 3. If no satisfactory settlement is reached between the employee and the higher supervisor, the grievance shall be submitted in writing within six (6) workdays of the Step 2 decision to the Commander, ATTN: COP. A decision shall be rendered in writing within ten (10) workdays from the receipt of the written submission and the decision shall be final and not subject to further appeal, except under the provision of the article entitled "Arbitration of Grievances".

Section 7. If any grievance is not taken up with the employee's immediate supervisor within fifteen (15) calendar days after occurrence of the matter which precipitated the grievance, such grievance shall not be considered or presented at a later date, except where circumstance beyond control of the employee prevent the presentation of such grievance.

Section 8. A reasonable amount of official time will be granted an aggrieved employee and the appropriate UNION representative to investigate, prepare and present a grievance on the EMPLOYER's premises through this grievance procedure; however, no overtime will be paid to any such employee or UNION representative to accomplish these functions. An employee or UNION representative desiring official time for either of the foregoing purposes shall inform his immediate supervisor if available of the reason he/she desires to absent himself from his/her job site and of the anticipated duration of the absence, and must obtain the supervisor's permission before absenting himself/herself from this/her work site.

Section 9. No representative of the UNION will solicit grievances from employees.

Section 10. If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the UNION, if it has been

designated as representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

Section 11. Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the UNION to comply with any applicable time limit terminates further consideration of the grievance. Failure of a management official of the EMPLOYER to comply with any applicable processing time limit will constitute a valid basis for the grievance to be properly advanced to the next higher step of this Grievance Procedure. However, any time limits stated in this Article may be extended by mutual agreement among the aggrieved employee, the EMPLOYEE and the UNION.

ARTICLE 12

ARBITRATION

Section 1. In the event that the EMPLOYER and the UNION fail to settle any grievance or dispute arising under the article of this contract entitled "Grievance Procedures", such grievance, upon written request by either party within fifteen (15) calendar days following the conclusion of the last step of the grievance procedure, will be referred to arbitration.

Section 2. Within seven (7) calendar days from the date of receipt of the arbitration request, the parties shall request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after receipt of such list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the EMPLOYER first and then the UNION will each strike one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. In the event of additional arbitration cases the selection procedure shall be reversed.

Section 3. The fee and expense of the arbitrator will be shared equally by the Employer and Union. Travel and per diem will be paid at the maximum rate payable to government employees under the standardized government travel regulations. The arbitration investigation, and/or hearings, shall be held during the regular work hours, Monday through Fridays, except for holidays. The employee, his representative, and any witnesses, as determined by the arbitrator, who are employees in a duty status shall be excused from duty without loss of pay or leave for the time necessary to participate in the arbitrator's investigation.

Section 4. The arbitrator will be requested to render his decision quickly as possible after the conclusion of the proceedings and within 30 days if at all practicable.

Section 5. The arbitrator shall render his findings and recommendations to the CPO and furnish a copy of same to the UNION.

Section 6. Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, in accordance with applicable laws and regulations.

ARTICLE 13

POSITION DESCRIPTION AND CLASSIFICATION

Section 1. Employees will be furnished a copy of their job descriptions initially and as changes are made. The EMPLOYER will assure that all job descriptions are reviewed and are updated to reflect all changes in major duty assignments. Job description reviews will be completed as expeditiously as possible.

Section 2. When an employee believes that his job description does not adequately or accurately describe his continuing duties and responsibilities, he may discuss the matter with his supervisor. During this discussion, he may be accompanied by a UNION representative if he so desires. The supervisor shall review the job description and discuss it with the employee. If appropriate upon completion of the review; a new amended job description will be prepared to ensure that it accurately reflects the major duties of the employee.

Section 3. If an employee believes his position is improperly classified, he may pursue the matter in accordance with applicable regulations and this agreement.

Section 4. The phrase ‘performs other duties as assigned”, which is contained in each job description, will ordinarily refer to duties related to jobs which the employee is required to perform.

ARTICLE 14

PROMOTIONS

Section 1. The Employer and the Union agree that the purpose of this Article is to insure that whenever vacant unit positions can properly be filled by promotion, current unit EMPLOYEES will receive full and fair consideration.

Section 2. All unit employee applicants determined eligible for promotion will be assigned one of the following ratings; best qualified, highly qualified, or qualified. The EMPLOYER agrees that candidates will be evaluated in terms of the skills; knowledge, abilities and potential required for success in the job to be filled accordance with the vacancy announcement. Sources of information about the degree of candidate’s possession of the required skills, knowledge and abilities may include relevant experience, training, awards, education, appraisals and self-development. Rating criteria shall not be

tailored to fit a certain employee or applicant. Eligible applicants will be considered for vacancies for the period specified in the announcement unless sooner superseded.

Section 3. Selection rosters will contain from one (1) to five (5) best qualified candidates, if available, referred to one (1) selecting official to fill a specific vacancy in all situations requiring competitive consideration. Best-qualified candidates will be listed alphabetically. The selection roster may contain one (1) additional name for each additional vacancy. Up to a maximum of ten (10) names may be referred for one (1) vacancy, but only in cases where a meaningful distinction cannot be made among a smaller number. The minimum area of consideration may be expanded when it is anticipated that a sufficient supply of applicants are not available.

Section 4. If an employee fails to receive proper consideration in a promotion action and the erroneous promotion is allowed to stand, the employee will be given priority consideration for the next appropriate vacancy before candidates under a new promotion or other placement action are considered.

Section 5. Employees who apply and are non-selected for promotion within the unit will be informed by their immediate supervisor how they may avail themselves of opportunities for self-improvement which might enhance their prospects for future promotion. Unsuccessful candidates who were in the best qualified group will be informed of the reason(s) for the selection made.

Section 6. A noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties and responsibilities may be made when it is determined that open competition is not warranted. All of the following circumstances must be met in order to except the promotion from competitive procedures:

- a. There are no other employees in the unit supervised by the selecting official who are performing identical duties (at the same grade) to those performed by the employee prior to addition of the duties and responsibilities.

- b. The employee continues to perform the same basic function(s) as were in the former position and the duties of the former position are administratively absorbed into new position.
- c. The addition of the duties and responsibilities does not result in adverse impact on another incumbented position, such as abolishing the position or reducing the known promotion potential of another position; and
- d. The employee meets all qualification requirements for the position.

Section 7. Selections to fill positions within the unit will be made by a panel consisting of the Assistant Fire Chiefs and chaired by the Fire Chief.

Section 8. An employee who is dissatisfied with the placement consideration received may have UNION representation. When the UNION is representing an employee, the EMPLOYEE will make available for review the following pertinent promotion records: list of applicants considered, their group ranking, the referral and selection register, and the completed Qualification Rating Sheet. Privileged material will not be divulged. In accordance with the Privacy Act of 1974 (Public Law 93-579), such records be sanitized prior to disclosure to the UNION. When the employee remains dissatisfied, he retains the right to file a grievance within fifteen (15) calendar days after notification that he was not considered to be in the "*Best Qualified*" group.

Section 9. The Employer agrees that, when a rating panel is convened in the Civilian Personnel Office for a bargaining unit position vacancy, the Union may nominate an observer from the bargaining unit to observe the rating process. The nominee may not be an applicant for the position and must be of equal or higher grade than the grade of the position vacancy.

ARTICLE 15

REDUCTION IN FORCE AND RE-EMPLOYMENT

Section 1. Reduction-in-force as used herein is defined as the EMPLOYER's action to reduce the number of occupied positions within the unit requiring the use of reduction-in-force procedures set forth in applicable regulations to implement such actions. The EMPLOYER will notify the UNION when it is determined that a reduction-in-force is necessary. The UNION may make its views and recommendations known concerning the implementation of such reduction-in-force actions. Prior to the issuance of official notice to the employees involved in a reduction-in-force, the EMPLOYER will notify the UNION of the spaces abolished, the approximate date when personnel actions will be initially effected and reasons for the Reduction-in-force. The UNION agrees not to divulge the contents of the plan until official notice has been issued by the EMPLOYER to the employees affected.

Section 2. In the event of a reduction-in-force, existing vacancies considered necessary to be filled by the EMPLOYER will be utilized to the maximum extent possible to place in continuing positions qualified employees who otherwise would be separated from the service. All reductions-in-force will be executed in strict compliance with applicable laws and regulations

Section 3. Employees separated by reduction-in-force actions will be placed on the Reemployment Priority List for two years if Career or one year if Career-Conditional. Such employees will be referred for position vacancies within the commuting area for which qualified if the employee has indicated his availability for such positions in writing to the EMPLOYER. The employees will be placed on the list in the following priority order:

- All Career preference eligibles. (veteran)
- All Career non-preference eligibles. (non-veteran)

- All Career-Conditional preference eligibles. (veteran)
- All Career-Conditional non-preference eligibles. (non-veteran)

All such employees will be given reemployment priority consideration in permanent and temporary positions for which qualified. Written documentation for nonselection will be maintained in the Civilian Personnel Office. Persons who think their reemployment priority rights have been violated may appeal to the Office of Personnel Management as set forth in applicable regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be Offered permanent employment.

Section 4. In situations where an employee elects to take a demotion in Lieu of separation in a reduction-in-force action, the employee must be qualified to perform the duties of the lesser-rated position subject to exceptions provided in applicable regulations. If an employee elects to take a demotion in lieu of separation, he shall be separately referred for repromotion according to appropriate regulations. Further, when a previously demoted employee is referred the selecting official will justify in writing the reasons for nonselection upon the written request of the nonselected individual.

Section 5. In the event a reduction-in-force is implemented, the Employee(s) affected and his (their) designated UNION representative shall be given the opportunity to review retention registers relative to reduction-in-force action affecting the employee(s).

ARTICLE 16

ANNUAL LEAVE

Section 1. Employees shall earn leave in accordance with applicable laws regulations.

Section 2. The EMPLOYER agrees to grant annual leave to employees for the purpose of rest, relaxation, recreation, etc., consistent with workload requirements and subject to emergency situations. A decision will be given as soon as possible but not later than two (2) workdays after the Receipt of the request for leave. Request for annual leave will be submitted on SF71.

Section 3. It is agreed that no employee shall be called back from leave unless an emergency designated by the EMPLOYER or shortage of required Staffing levels arises and no other qualified employee of the Unit is available to perform the required duties.

Section 4. Cancellation or previously approved annual leave by the EMPLOYER should not be made unless reason for cancellation is given to employee in writing, except in cases of emergency.

Section 5. Employees will be granted upon request two (2) weeks of prime leave time during the period beginning with the second full week in June and ending with the first full week in September if workload and manpower requirements permit. Vacation leave schedules will be submitted to the appropriate supervisor not later than 1 February of each year. In the event of a conflict or two (2) or more employees, the employee having the most seniority based on service computation date will be granted the leave. However, personnel on leave on holidays or during holiday periods will not receive priority for the same holiday during the following leave year.

Section 6. EMPLOYER agrees to maintain a liberal leave policy and will not unreasonably restrict employees from taking short or long periods of annual leave.

Section 7. EMPLOYEE and EMPLOYER agree to schedule and grant leave before 31 October to avoid undue accumulation of leave to be taken at the end of the year. A sound objective should be to insure that at least 90 percent of the employee's accrued leave for that year is taken by this date.

ARTICLE 17

SICK LEAVE

Section 1. Employees shall accrue sick leave in accordance with applicable statutes and regulations.

Section 2. Sick leave, if available, shall be granted to an employee when the Employee:

- a. Is to receive medical, dental or optical examination or treatment;
- b. Is incapacitated for their performance of duties by sickness or injury;
- c. Is required to give care and attendance to a member of his/her immediate family who is afflicted with a (contagious disease is defined in the Federal Personnel Manual); or
- d. Would jeopardize the health of others by the employee's presence at his/her post of duty because of exposure to a contagious disease. It is agreed and understood that employees are responsible for notifying their immediate supervisors or other Employer representatives delegated to receive such reports when they are prevented from reporting for work because of an incapacitating illness or injury. Such a request for sick leave shall be made as soon as possible, and normally not later than the start of regular shift on the first work day of the absence. Such notification is necessary for the Employer to place the employee in a paid sick leave, paid annual leave or leave without pay status as appropriate and shall not itself be justification for approval or disapproval of sick leave.

Section 3. The Employer and the Union recognize the importance of sick leave
And the obligation of each employee, as well as the advantage to the employee,
In its proper use.

Section 4. Request for sick leave for medical, dental or optical examination or treatment will ordinarily be made orally in advance with the immediate supervisor.

Section 5. It is the Employer's policy, in general, not to require a medical certificate to support an application for sick leave of two (2) consecutive twenty-four (24) hour tours of duty or less. Such a certificate may be required, however, in individual cases if there is reason to believe the employee is abusing sick leave privileges. In such cases, the employee will first be advised that, because of his/her questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave. If this does not bring about improvement in the employee's sick leave record, he/she will be advised in writing that all future requests for sick leave must be supported by a medical certificate. This written advice will also explain fully why the employee is suspected of abusing sick leave. It is agreed that the Employer will review the sick leave record of each employee semiannually. Where such review reveals no evidence that the employee has abused sick leave privileges during the period, the employee will be notified in writing that medical certificate will no longer be required for each absence which is claimed as due to illness for a period of two (2) consecutive twenty-four (24) hour tours of duty or less.

Section 6. In lieu of a medical certificate, when such certification would normally be required, the employee's signed statement explaining the nature of the illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician.

Section 7. The Employer agrees that an employee who is sent home sick by the Dispensary shall be granted sick leave or the remainder of the day. Granting sick leave on subsequent days

shall be in accordance with paragraphs Section 2 and Section 5 above. A request for such subsequent days shall be made soon as possible as and normally not later than the start of the employee's regular shift on the first subsequent day. Determination of the two (2) tours of duty for requiring a medical certificate in such cases shall not include the tour of duty on which the employee was sent home by the Dispensary.

Section 8. An employee sent home by the Dispensary will be provided transportation by the Employer in those cases where the Medical Officer determines that such transportation is necessary.

Section 9. No employee who has suffered a disabling injury shall be required to report for duty until a medical doctor has declared him/her physically capable of performing his/her duties.

Section 10. The Employer may advance sick leave to career-conditional employees who are incapacitated for duty because of serious illness or disability as provided for below. Normally, advance sick leave will not be granted to employees who are required to furnish a medical certificate for each absence claimed as sick leave, as provided in paragraph of Section 5 above, or to any employee having had such a requirement during the previous year proceeding the request.

- a. The maximum advance of sick leave does not exceed thirty (30) days;
- b. There is reasonable evidence that the employee will be capable of returning to duty;
- c. Sick leave shall not be advanced to an employee known to be contemplating separation by retirement or resignation;
- d. There is no evidence available to indicate the employee will not remain employed long enough to repay the advance;
- e. The amount sick leave requested exceeds five (5) workdays.

Section 11. The immediate supervisor has the authority to send an employee home on sick leave if the supervisor is reasonably certain that the employee is sick.

Section 12. When an employee is given a light duty slip by a medical officer, the Employer will make a reasonable effort to place the employee on an available job within the prescribed restrictions. Should no jobs be available for the duration of the restriction, the employee may elect to use sick or annual leave if available, leave without pay, or to apply for injury compensation as prescribed by law.

ARTICLE 18

EXCUSED ABSENCE

Section 1. UNION representative may be excused without charge to leave or loss of pay, to receive information, briefings or orientation determined by the EMPLOYER and the UNION. Such administrative excusal will not exceed one full shift for any one (1) individual within a twelve (12) month period.

ARTICLE 19

LEAVES OF ABSENCE

Section 1. EMPLOYEES may be granted accrued annual leave or leave without pay to accept temporary labor organization positions. Leave of absence to accept temporary labor organization positions shall not exceed one (1) year for each application. EMPLOYEES shall be granted leaves of absence with or without pay for other purposes in accordance with the provisions of the applicable laws and regulations.

Section 2. EMPLOYEES in approved leave without pay status shall accrue all rights and privileges including service credit, retirement benefits and coverage under group life insurance and Federal employee's health benefits program in accordance with applicable laws and regulations.

Section 3. The EMPLOYER will maintain a liberal leave policy in cases of death in an employee's immediate family and shall grant annual leave, advance annual leave or leave without pay in accordance with applicable regulations.

Section 4. The EMPLOYER recognize the bumping and retreat rights of an EMPLOYEE on leave of absence in situations where the EMPLOYEE is affected by reduction-in-force action during his/her leave of absence.

ARTICLE 20

DETAILS

Section 1.

a. Detail exists when an EMPLOYEE continues in his/her current status and Pay, is temporarily assigned to an unestablished position, or an established position, with a higher or lower basic pay rate, a different occupational line of work, or a position requiring different qualifications from those required in his/her official position assignment.

b. EMPLOYEES SHOULD NOT BE DETAILED to perform duties of position of a position of higher or lower grade level in excess of 120 days. When it is known in advance that detail will exceed sixty (60) days in a higher grades position, the applicable provisions of activity promotion plans shall be followed by the EMPLOYER to effect a temporary promotion action. Since promotion actions may not be effectively retroactively, SUPERVISORS must identify details which will involve assignments to a higher grade level position in advance. Details for periods of thirty (30) days or less will be filled by means of verbal detail. Details in excess of thirty (30) days will be recorded by a completed request for Personnel Action, SF 52. Temporary promotions which will exceed 120 days must be made under competitive promotion procedures.

c. Except where selections for details are made under the Merit Promotion Program for training purposes, EMPLOYEES detailed to perform duties of a higher level or in a different line of work normally will be rotated among all qualified EMPLOYEES on the particular shift, as determined by the SUPERVISOR.

Section 2. EMPLOYEES who accept temporary promotions will be returned to previous positions held in the event of termination of the temporary promotion unless the temporary position is made permanent under competitive procedures required by agency policy and regulation.

ARTICLE 21

HEALTH, WELFARE, MORALE AND PHYSICAL FITNESS

Section 1. The EMPLOYER agrees to provide and maintain reasonably comfortably living spaces and such spaces are to be properly ventilated and heated for the Employees of the UNIT who are on duty. In this regard, the EMPLOYER agrees to furnish such living spaces with proper equipment, in good working order, including but not limited to cooking stoves, refrigerators, etc. The EMPLOYER also agrees to provide and maintain reasonably comfortable individual beds, springs and mattresses as needed, equipped with reading lamps and laundered bedclothing.

Section 2. The EMPLOYER shall request repair service of facilities concerned with the health and comfort of employees, especially when such needed repairs occur outside normal work hours.

Section 3. Compensation for damaged or destroyed personal effects and equipment will be provided in accordance with applicable regulations.

Section 4. There shall be a monthly meeting with the Morale Committee Chairman of the UNION and Fire Chief for the purpose of discussing the morale and welfare the Fire Division personnel.

Section 5. It is agreed that switchboard watches will be divided according to the Directorate of Facilities Engineering Standard Operating Procedures.

Section 6. It is agreed that if a Firefighter reports for duty and is suspected (because he/she is sick) of having a communicable disease, he/she may be sent home on sick leave at the discretion of the EMPLOYER for his/her welfare and the good of his/her co-workers. EMPLOYER may request Individual to see doctor on Post before leaving duty.

Section 7. EMPLOYER agrees to furnish EMPLOYEES with lockers at both stations to keep their personal gear and other etc. in.

Section 8. All firefighters will participate in a physical fitness exercise program as determined by the Fire Chief each shift at both fire stations.

ARTICLE 22

SAFETY

Section 1. The EMPLOYER will continue to make every reasonable effort to provide and maintain safe working conditions for employees. The UNION will cooperate to that end and will encourage all employees to work in a safe manner. It is further recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and regulations as a measure of protection for himself/herself and others. The EMPLOYER will welcome at any time suggestions which offer practical and economically feasible ways of improving safety conditions. In the event working conditions are considered unsafe, Employees

shall immediately notify their first line supervisor or the installation Safety Officer. Supervisors receiving notification will promptly report the matter through the Fire Department chain of command.

Section 2. If any employee feels that they are being directed to perform work under unsafe conditions, they will promptly report the matter to their first level supervisor or the installation Safety Officer. Supervisors receiving notification will promptly report the matter through the Fire Department chain of command.

Section 3. Any firefighter equipment that is used by Firefighters shall meet National Fire Protection Association standards.

Section 4. It is agreed that fire extinguishers will not be recharged by Fire Department personnel until all safety precautions have been observed.

Section 5. Adequate safety precautions will be taken in the handling of Co2 and nitrogen cylinders.

Section 6. The Employer agrees to furnish one pair of safety shoes which will be replaced on a one for one trade-in basis as necessary due to fair wear and tear.

Section 7. Long hair extending over the collar will be discouraged. Beards, goatees and bushy sideburns which prevent safety operation of self-contained breathing apparatus are not authorized. Mustaches will be neatly trimmed. The UNION agrees to cooperate with management in discouraging such life Safety hazards.

ARTICLE 23

CIVIC RESPONSIBILITIES

Section 1. The EMPLOYER considers it the civic responsibility of all employees to respond to calls for jury and other court services. Requests to calls for jury and other court services. Requests of the EMPLOYER that their employees be excused from jury duty will be made only in those instances where their services are required to meet essential work schedules and where public interests are better served by the employees remaining on duty.

Section 2. Absence for the purpose of attending court as a witness on behalf of the D.C., State or local government or for jury duty, is not chargeable as annual leave. When called to perform these civic duties, the employee will promptly notify the EMPLOYER and submit a true copy of the official summons of jury or witness service as far in advance as possible prior to beginning of such service. Upon completion of such service, the employee will present the EMPLOYER with written evidence of the times served on such duties together with any jury or witness fees in accordance with current directives.

Section 3. In those cases where time and travel permit and where no hardship results when an employee is excused or released by the court for any day or a substantial portion of a day, he/she will be expected to return to duty or be charged annual leave or leave without pay for the time excused. There will be no time charged to annual leave for time traveling from court to work site. Normally, when only an hour or two remains in the daily tour, the employee Will not be expected to return to duty.

Section 4. Excused leave for voting purposes will be granted in accordance with applicable regulations and laws.

ARTICLE 24

UNIFORM, PROTECTIVE CLOTHING AND UNIFORM ALLOWANCE

Section 1. The EMPLOYER agrees to furnish all firefighting protective clothing and equipment, including safety shoes and safety glasses of both regular or prescription types.

Section 2. The EMPLOYER agrees that there will be no change in dress uniform without prior consultation with the UNION.

Section 3. Uniform allowance will be in accordance with Existing rules and regulations.

Section 4. The EMPLOYER will furnish any insignia, badges or emblems prescribed by the position held by the employee.

ARTICLE 25

DEDUCTION OF UNION DUES

Section 1. Members of the UNION may make voluntary allotments for the payment of their dues in accordance with the ACT and a separate payroll allotment agreement which is restated below.

Section 2. Union dues (the regular, periodic amount required to maintain an employee in good standing in the Union) shall be deducted by the Employer from an employee's pay each pay period when the following conditions have been met:

- a. The employee either is a member in good standing of the Union, or has signed up for membership in the Union subject to the payment of his/her first month's dues through voluntary allotment as provided herein.

- b. The employee's earnings are sufficient to cover the amount of the allotment within each pay period.
- c. The employee has voluntarily authorized such a deduction of Standard Form 1187.
- d. The Union, through its authorized official, has completed and signed Section A of Standard Form 1187 on behalf of the UNION. For the purpose of this AGREEMENT, the authorized certifying official for the UNION shall be the elected President or Secretary.

Section 3. The UNION shall be responsible for educating members concerning the program for allotment of dues, its voluntary nature, and for supplying the employee involved with Standard 1187's. The UNION shall be responsible for the distribution of such forms to its members and for completion of Section A thereon, including the certification of the current amount of the UNION's regular dues to be deducted each biweekly pay period. All this is to be accomplished during the non-duty hours of employees concerned.

Section 4. The UNION will forward completed Standard Form 1187 and other pertinent documents to the Civilian Personnel Office, for certification eligibility to have dues withheld and forwarding to the EMPLOYER's payroll office.

Section 5. Deduction of dues to the Union shall begin with the first pay period which occurs after receipt of Standard Form 1187 by the Employer's payroll office.

Section 6. The amount of Union dues to be deducted shall remain as originally certified on Standard form 1187 by its President or Secretary. Any change in the amount of such deductions will be certified by the President or Secretary of the Union and transmitted to the Civilian Personnel Office.

Section 7. Any change in the amount of regular dues which changes an employee's biweekly allotment shall become effective with the first pay period beginning after notification of

the change has been received by the employer's payroll office, or a later date if requested by the Union. Change in the amount of Union dues deductions shall not be made more frequently than once each twelve (12) months.

Section 8. An employee's voluntary allotment for payment of Union dues shall be terminated with the start of the first pay period following the date on which any of the following occurs:

- a. Loss of exclusive recognition or when this AGREEMENT has been suspended or terminated by appropriate authorities outside the Department of Defense.
- b. Transfer of the employee.
- c. Separation of the employee for any reason including retirement or Death (except temporary promotion or detail).
- d. Receipt by the Civilian Personnel Office, of notice that the employee has been expelled or for any reason ceases to be a member in good standing.

Section 9. The UNION shall notify the Civilian Personnel Office, in writing, within five (5) calendar days when such member of the Union is expelled or for any reason ceases to be a member in good standing.

Section 10. Any employee may at any time, voluntarily submit a Standard Form 1188 or other written request to terminate an existing dues allotment, which shall become effective at the beginning of the first pay period after 1 March of each year, or one year after the anniversary date of an employee's initial request for payroll withholding of UNION dues. The ACT states that a request for withholding of UNION dues may not be revoked by an employee for a period of one (1) year. In such case, the EMPLOYER shall notify the UNION within two (2) working days after receipt of the revocation by submission to the UNION of the duplicate copy of the revocation by submission to the UNION of the duplicate copy of the Standard Form 1188 or of the written request. The EMPLOYER shall maintain a supply of Standard Form 1188 and will make this form available to employees upon request. However, a written

request for revocation of an allotment, which is otherwise in order and signed by the employee, will be accepted and acted upon by the EMPLOYER, even though not submitted on the form. It is the employee's responsibility to see that the form or written request for revocation is received in the Finance and Accounting Division on a timely basis.

Section 11. The EMPLOYER's payroll office shall transmit to the Treasurer of the UNION after each pay period all of the following:

- a. A positive listing of the names of employees from whose earnings deductions have been made and the amounts withheld. Each such list shall identify the Union by name (including local number) and shall list the name of each employee member of the Union on voluntary allotment. Each such listing shall include the monetary amount of all such allotment deductions made for the member of the Union, together with the total number of such allotment deductions. Each such listing shall also indicate the names of employees on voluntary dues deductions for whom deductions were not made and the reasons for such actions.
- b. A check drawn on the Treasury of the United States and made Payable to: Secretary-Treasurer, International Association of Firefighters, Local F-173.

ARTICLE 26

GENERAL PROVISIONS

Section 1. When an employee of the UNIT has good cause to question the accuracy of his/her biweekly payroll record, annual leave balance, sick leave balance or payroll deductions, the EMPLOYER will take action to investigate the matter and initiate any corrective action which may be necessary.

Section 2. It is agreed that employees will be notified in advance of their Scheduled annual physical examination, insofar as possible.

Section 3. Outside employment will not interfere with unit employees regularly assigned duties. Such interference could result in disciplinary/adverse actions being taken, to include removal, in accordance with appropriate regulations.

Section 4. The Employer agrees to provide bulletin board space for the Union at each fire station and in the main office of the Fire Division. The Union may post literature subject to the following conditions:

- (a) It must not violate any laws, the security of the Command or contain scurrilous or libelous material, and
- (b) It must be posted on the Union bulletin board space, in a neat and orderly manner.

ARTICLE 27

HOURS OF WORK

Section 1. It is agree that the basic tour of duty for firefighters at Fort Eustis, Virginia will be six (6) 24-hour tours of duty for a total of 144 hours of duty each two-week pay period cycle. Tour of duty will begin at 0730 hours one (1) day and end at 0730 hours the next day. Each 24-hour tour of duty will be followed, except for emergencies, by at least 24 hours off duty. Employee preference will be given the maximum consideration practicable in assigning days off.

Section 2. It is agreed that all other personnel not classified as firefighters and who are covered by this agreement will work a forty-hour week of five (5) 8-hour days off.

Section 3. The 24-hour tour of duty shall include actual work time and stand-by time as well as time to eat and sleep. Whenever practicable, within the requirements of the service, the schedule will be arranged so that employees are provided

eight (8) hours of time of sleep which will not be broken more than once except for essential duties. Normally only essential duties will be carried out in stand-by and sleep time.

Section 4. It is agreed that the personnel schedule for duty at Felker Army Airfield Crash Station be made up in monthly cycles and that new schedules will normally be posted two (2) weeks before expiration of previous schedule.

Section 5. It is agree that one (1) hour will be set aside for meals during each tour of duty. The "work time" will begin at 0730 each day and end at 1600 hours each day. The work time will be followed by stand-by and sleep time. It is further understood and other duties such as clean-up time prior to going off shift and normal watches during stand-by or sleep time are considered in arriving at duty day times specified above.

ARTICLE 28

WORKING CONDITIONS

Section 1. It is agreed that in order to avoid confusion or delay in carrying out orders, the chain of command within the Fire Department Suppression Forces, will, under ordinary circumstances, be from the Fire Chief to the Assistant Fire Chiefs, to the crew Chiefs who will be responsible for the duties of their assigned crews. Fire Prevention Inspectors chain of command will be from the Fire Chief to the Assistant Fire Chief, to the section head of the Fire Prevention Section.

Section 2. EMPLOYER agrees that when an eligible employee is recommended for light duty by his personal physician, EMPLOYER will make a reasonable effort to assign employee light duty in accordance with physician's recommendation. Such assignment need be continued for a prolonged period and is subject to availability of appropriate work within the employee's capability. The EMPLOYER's decision on this matter is final.

Section 3. It is agreed that a one-hour minimum shall be given on each tour of duty for meals at the Fire Station.

Section 4. The EMPLOYER agrees to make a reasonable effort to assign employees to a WORK SHIFT of their preference consistent with employee qualifications, mission and manpower requirements.

Section 5. Overtime will be computed and paid in accordance with the provisions of applicable laws and regulations governing overtime pay for Fire Department personnel. Overtime assignments to cover absences will normally be distributed on a rotating basis as fairly and equally as possible. A reasonable effort will be made for a replacement of equal grade for the position to be filled.

Section 6. Training Aids will not normally be constructed by Fire Department personnel.

ARTICLE 29

TRAINING

Section 1. The EMPLOYER agreed that fire suppression and rescue training, insofar as practicable, will normally be conducted during the hours 0800 to 1600 Monday through Friday. Weather conditions such as extreme cold, extreme heat, high winds will be a factor for consideration. All employees will be required to participate in training programs. Training sessions in night firefighting operations or after normal duty hours will be conducted when directed by the Fire Chief or Assistant Fire Chief. Medical personnel will be requested to provide standby service during hot training drills.

Section 2. Training will not be used as a punitive measure for any individuals or group of unit Employees.

ARTICLE 30

TOOLS AND EQUIPMENT

Section 1. EMPLOYER recognizes right of employees to request Government issue of special clothing, tools or special personal equipment and provisions of personal equipment storage facilities. UNION, recognizing that authority to supply such is strictly limited by Federal regulations, agrees to cooperate with EMPLOYER by furnishing necessary justification for any request submitted.

ARTICLE 31

EFFECTIVE DATE, DURATION AND CHANGES

Section 1. This Agreement shall remain in full force and effect for three (3) years from the date of approval by the Commander, U.S. Army Transportation Center, Fort Eustis, Virginia.

Section 2. If either party wishes to terminate this AGREEMENT in its entirety, or to effect changes hereto, it must provide written notice to the other of its desire to do so, at least sixty (60), but not earlier than one hundred five (105) calendar days immediately preceding the current expiration date of its appropriate annual anniversary thereafter. Within a reasonable period of time after receipt of such notice, the parties will commence negotiations for a subsequent agreement.

Section 3. The Agreement shall remain in force for three (3) years from the approval date by the parties and shall be automatically renewed for a three year period unless either party shall notify the other party in writing no more than 105 days nor less than sixty (960) days prior to the expiration date of the Agreement, or to any subsequent anniversary date, of either party's desire to terminate or renegotiate this agreement.

Section 4. This AGREEMENT, except for its duration period as specified in Paragraph Section 1 above, is subject to opening only as follows:

- a. Amendment may be required because of changes made in applicable laws or regulations promulgated by higher authority after the effective date of this Agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws and regulations.
- b. It may be opened for amendment by mutual consent of both parties any time. Requests for such amendment by either party must be written, and must include a summary of the amendment proposed. If the parties agree that opening is warranted on any such matter, they shall proceed to negotiate on amendments to the AGREEMENT.
- c. Amendments to this AGREEMENT are subject to approval by the Commander, U.S. Army Transportation Center, Fort Eustis, Virginia.

Section 5. The provisions of Public Law 95-454 apply to this AGREEMENT.

Section 6. Articles involving hours of work/overtime practices and training, will be opened for negotiations upon a determination of negotiability rendered by the Federal Labor Relations Authority.

ARTICLE 32

Definitions

Section 1. The ACT contains many definitions dealing with Federal Service Labor-Management Relations. For a better understanding of this AGREEMENT, the following definitions are set forth:

- a. Supervisor means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgement, except that, with respect to any unit which includes firefighters or nurses, the term "*supervisor*" includes only those individuals who devote a preponderance of their employment time to exercising such authority;
- b. Management official means as individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency;
- c. Collective bargaining means the performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make concession;

Section 2. For the purposes of this AGREEMENT the following terms are defined:

- a. Consultation is defined as mutual discussion of policies, programs, and procedures related to work conditions of members of the UNION which are within the authority of the EMPLOYER for the purpose of obtaining UNION views before the EMPLOYER takes final action. This definition does not compel either party to agree to a proposal or make a concession.

b. Negotiations is defined as collective bargaining between the EMPLOYER and a UNION with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

c. Grievances means any complaint:

(1) By any unit employee concerning any matter relating to the employment of the employee;

(2) By the UNION concerning any matter relating to employment of unit employees;

(3) By any unit employee, the union or the EMPLOYER concerning –

(a) the effect or interpretation, or a claim of breach of this agreement; or

(b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting condition of employment.

ARTICLE 33

DISTRIBUTION OF AGREEMENT

This Agreement will be published by the EMPLOYER after approval. The EMPLOYER shall furnish the UNION sufficient copies of the Agreement in booklet form to permit the UNION to distribute one to each employee in the unit. The EMPLOYER shall furnish 20 additional copies to the UNION for its internal use and distribution of one copy to each new employee assigned to the unit.

APPENDIX A

OFFICIAL TIME REPORT

Name: _____ Union Position: _____

APPROVED UNION ACTIVITY (Check One) DATE: _____

- | | |
|--|-------------------------------|
| <input type="checkbox"/> Investigative Grievance | TIME LEFT WORKSITE: _____ |
| <input type="checkbox"/> Prepare Grievance | |
| <input type="checkbox"/> Present Grievance | |
| <input type="checkbox"/> Representative in Disciplinary Action | TIME RETURNED WORKSITE: _____ |
| <input type="checkbox"/> Attend Formal Meeting Called by Mgt | |
| <input type="checkbox"/> Representative in Arbitration | |
| <input type="checkbox"/> Witness in Arbitration | |
| <input type="checkbox"/> Consultation with Management | Person (s) CONTACTED |
| <input type="checkbox"/> Periodic Union Management Meeting | _____ |
| <input type="checkbox"/> Committee Meeting | _____ |
| <input type="checkbox"/> Prepare Response to Management Proposal for New/Modified Rule Of POLICY | _____ |
| <input type="checkbox"/> Prepare Unfair Labor Practice Complaints | _____ |
| <input type="checkbox"/> Prepare Response to Management Grievance | _____ |
| <input type="checkbox"/> Any Examination of the Employee in the Unit by a Representative of the Agency in Connection with an investigation | |

REQUEST INITIATED BY: _____

Management _____

Employee _____

Union _____

UNION STEWARD/OFFICIAL SIGNATURE

SUPERVISOR'S SIGNATURE

IN WITNESS WHEREOF the parties have entered into this Agreement
26 August in the year 1981:
