

**COLLECTIVE BARGAINING
AGREEMENT**

**Between
Department of the Army
U.S. Army Engineer Center and Fort Leonard Wood
Headquarters, U.S. Army Medical Department Activity
And**

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES AFL-CIO

Local R 14-32, P.O. Box 104

Fort Leonard Wood, Missouri 65473

Effective 20 May 1996

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PREAMBLE

In accordance with the provisions of the Federal Service Labor-Management Relations Statute, hereinafter referred to as the "The Statute," the following agreement is entered into between the U.S. Army Engineer Center and Fort Leonard Wood; and U. S. Army Medical Department Activity, Fort Leonard Wood; hereinafter referred to as the "Employer," and the National Association of Government Employees, Local R14-32, hereinafter referred to as the "Union," collectively known as the "Parties."

ARTICLE 1

EXCLUSIVE RECOGNITION AND COVERAGE-AGREEMENT

Section 1. The Employer recognizes that the Union is the exclusive representative of the bargaining unit defined as: All wage grade employees of the United States Army Engineer Center and Fort Leonard Wood, Fort Leonard Wood, Missouri, and all Wage Grade employees of the Medical Command located at Fort Leonard Wood, Missouri. The term "all wage grade employees" includes all temporary, term, part-time, full time, and intermittent wage grade employees. Excluded from this definition are:

- a. all General Schedule employees;
- b. employees engaged in federal personnel work in other than a purely clerical capacity;
- c. management officials, supervisors, guards, and confidential employees as defined by Statute; and
- d. any other employees excluded by Federal Labor Relations Authority decisions.

Section 2. The Union recognizes its responsibilities in representing, without discrimination, the interests of all employees in the bargaining unit with respect to grievances, personnel policies, practices and procedures affecting their general working conditions, to the extent required by law.

ARTICLE 2

PROVISIONS OF LAW AND REGULATIONS

In the administration of all matters covered by this Agreement, officials and employees are governed by:

- a. existing or future laws and the regulations of appropriate authorities;
- b. published agency policies and regulations in existence at the time the Agreement was approved; and
- c. subsequently published agency 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.

ARTICLE 3

DEFINITIONS

The following definitions of terms used in this

Agreement shall apply:

- a. Dispute. A disagreement between representatives of the Employer and the Union on the interpretation or application of the terms of this Agreement.
- b. Consultation. Verbal or written discussion between representatives of the Employer and representatives of the Union designated by the Union President for the purpose of obtaining their views or advising them of pending actions which affect employees in the bargaining unit.
- c. Grievance means any complaint.
 - (1) by any bargaining unit employee concerning any matter relating to the employment of the employee;
 - (2) by the Union concerning any matter relating to the employment of any bargaining unit employee;
 - (3) by any bargaining unit employee, the Union, or the Employer concerning:
 - (a) the effect or interpretation, or a claim of breach, of this collective bargaining Agreement; and
 - (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. Negotiation Impasses. The inability of the Employer and the Union to arrive at a mutually agreeable decision, concerning negotiable matters, through the bargaining process.
- e. Negotiation. Bargaining of the Employer and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices with the view of arriving at a mutually acceptable position.
- f. Regular Tour of Duty. A regular tour of duty is a basic workweek consisting of five consecutive eight-hour days, Monday through Friday with the same starting and stopping time.
- g. Rotating Tour of Duty. This consists of those regularly scheduled tours which periodically require service on different shifts within the same 24 hour day. This tour of duty will normally be established for employees whose jobs are directly related to service type functions which must be performed more than five days a week and cannot be performed during the normal work hours or days.
- h. Compressed Work Schedules. See Article 9, Hours of Work and Basic Workweek.
- i. Irregular Tour of Duty. An irregular tour of duty is any tour of duty established other than a regular tour of duty or rotating tour of duty covering not more than five days of the administrative workweek.

j. Disciplinary Actions. Disciplinary actions consist of action taken to correct the conduct of an employee and may range from an admonishment through reprimand, suspension, to removal from the service.

k. Administrative Work Day. An administrative workday shall be deemed to be Monday through Friday, 0730-1630, with the exception of Federal holidays and administrative dismissals.

l. Officially Approved Reduction in Force (RIF). Release of an employee from his or her competitive level through RIF procedures by:

- (1) separation;
- (2) demotion;
- (3) furlough for more than thirty days; or
- (4) reassignment requiring displacement of
another employee when release is required because of:
 - (a) lack of work;
 - (b) shortage of funds;
 - (c) reorganization;
 - (d) reclassification due to change in duties; or
 - (e) the exercise of re-employment or restoration rights.

m. Retention Standing. The manner in which employees are released from their competitive level.

ARTICLE 4

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for consultation and negotiation between the Parties are policies and procedures related to working conditions which are within the discretion of the Employer, including but not limited to such matters as safety, labor management cooperation, employee services, methods of adjusting grievances, leave, promotion plans, demotion practices, pay practices, reduction in force practices, and hours of work to the extent required by law.

Section 2. The issuance, continuance, revision, or cancellation of regulations governing matters not specifically covered by this Agreement are acknowledged functions of the Employer. However, in issuing, revising, or canceling regulations relating to personnel policy, procedures, practices, and matters of working conditions the Employer will give due regard and consideration to the obligations imposed by this Agreement and the provisions of the Statute.

Section 3. Bargaining procedures. In the event that the Employer proposes greater than de minimus changes in working conditions the following will apply:

- a. The Employer shall notify the Union of the proposed change not less than ten calendar days prior to the planned implementation date of the change in working conditions.
- b. If the Union wishes to negotiate to the extent required by law over the greater than de minimus changes in working conditions or the impact of such a change it must notify the Employer of its intent to do so in writing, not later than seven calendar days after receiving notice of the proposed change from the Employer, and shall provide written proposals or meet with the Employer within twenty-one calendar days after receiving the Employer's notice. Failure by the Union to request negotiations shall permit the Employer to implement the change without bargaining.
- c. Where the Union has given notice of its intent to bargain over a proposed change in working conditions the Parties will meet and negotiate to the extent required by law. The proposed change shall not be implemented until the Parties have reached an agreement through negotiations or until they have negotiated to impasse. If the Parties are bargaining only over the impact and implementation of a change in working conditions and have not reached an agreement forty-five calendar days after the Employer first gave notice of the proposed change, the Employer may implement its last best offer. The Parties will continue, however, to try to resolve the impasse by working with the Federal Mediation and Conciliation Services and the Federal Service Impasses Panel.

ARTICLE 5

RIGHTS OF EMPLOYER

Section 1. It is agreed that the Employer retains the right to direct employees in accomplishing the work of the agency; to hire, promote, transfer, assign, and retain employees in positions within the agency; to determine the mission, budget, organization, number of employees, and internal security practice of the agency; to make determinations with respect to contracting out, to make appointments from among properly ranked and certified candidates for promotion or any other sources; to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duties because of lack of work or other legitimate reasons; to maintain the efficiency of government operations entrusted to them; to determine the methods, means, and personnel by which such operations are to be conducted; and to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

Section 2. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation imposed by Sections 7114 and 7117 of the Statute. Nothing in this Article shall preclude the parties from negotiating:

- a. the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods and means of performing work;
- b. procedures which management officials of the Employer will observe in exercising any authority under this section; and

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

ARTICLE 6

RIGHTS OF EMPLOYEES

Section 1. The Parties agree that employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty of reprisal, to form, join, and assist any employee organization which has as its primary purpose the betterment of working conditions, or to refrain from any such activity. Except as expressly provided hereinafter and in 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 an organization representative, including representation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. Union membership shall not be encouraged or discouraged by any supervisor or management official.

Section 2. The Parties further agree that the rights described in this Article do not extend to participation in the management of an employee organization, or acting as representative of any such organization, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with official duties of the employee.

Section 3. Any employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of his or her supervisor in accordance with applicable laws, rules, regulations, or established policies and to choose his or her own representative in statutory appeal procedures. Employee's right to representation in a grievance procedure is specified in Article 26, Section 1.e.

Section 4. An exclusive representative of an appropriate unit in an agency shall be, given the opportunity to be represented at:

- a. any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
- b. any examination of an employee in the unit by a representative of the agency in connection with an investigation if:
 - (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - (2) the employee requests representation.

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.

ARTICLE 7

EMPLOYEE RECORD CARD

Section 1. The Employee Record Card is a current record of matters pertaining to personnel actions, performance ratings, training, change of address, official details, commendations, disciplinary actions, and other matters pertinent to effective personnel management.

Section 2. The employee will be permitted to review his or her employee record card upon request to the supervisor.

Section 3. It is recognized that good, personnel management requires discussion with employees concerning detrimental entries on their Employee Record Card. Discussion will be held with employees concerned, prior to entries on their Employee Record Card. Employees will initial records to indicate discussion has taken place. Initialing does not indicate agreement but merely signifies that discussion has taken place.

ARTICLE 8

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the elected officers and duly designated stewards of the Union, and the Union shall keep the Employer advised in writing of the names of its officers and stewards.

a. The Employer agrees to allow the Union officers and shop stewards a reasonable amount of time during duty hours to perform the following duties for the employees in organizational areas assigned to them:

- (1) Where necessary, to determine the views of employees and present them to appropriate managers.
- (2) To consult with and be informed by management on matters directly related to the work situation.
- (3) To receive, investigate, prepare and present a complaint, grievance, or appeal, that must necessarily depend on the facts and circumstances of each case, e.g., the number and nature of the allegations, the number and complexity of the supporting specifics, the volume of the supporting evidence, availability of documents, witnesses, and similar considerations. In consonance with the above, Union representatives will guard against using time unnecessarily.
- (4) The Union will be notified of any formal discussion. A formal discussion occurs when one or more representatives of the Employers meets with one or more bargaining unit employees or their representative concerning any grievance, personnel policy or practice or other general condition of employment.

- b. The Employer agrees that there will be no restraint, interference, coercion, or discrimination against stewards because of the performance of these duties.
- c. Requests by the officers, stewards, and/or employee for permission to leave the job will be kept to a minimum. Requests to leave the job to pursue a problem, complaint, or a representation function will be made by the Union representative and/or employee to his or her immediate supervisor. The representative and/or employee will provide an estimate of the amount of time required. The Union representative will tell the supervisor the category and/or subcategory in which to record official time as required by Office of Personnel Management regulations. When the representative and/or employee is granted permission to leave his or her regular work area and needs to enter another work area, it is understood that the representative and/or employee will seek from the supervisor of that work area permission to enter the area. Upon completion of the representation functions, the Union representative and/or employee will immediately report back to his or her work area.
- d. The Employer agrees to annually inform employees of their rights under Section 7114 (a) (2) (B) of the Statute.

Section 2. Consultations between the Employer and the Union will be conducted between the hours of 0800 and 1530 unless mutually agreeable otherwise. A reasonable amount of official time will be granted Union representatives in connection with officially requested or approved consultations or meetings with management officials.

Section 3. In the interest of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between official and nonofficial activities, those activities concerned with the internal management of the Union or solicitations of membership, collection of dues, campaigning for Union officers, conduct of elections for Union officers, and distribution of literature will be conducted outside of regular working hours.

Section 4. The Employer agrees to recognize the right of the Union to designate shop stewards. The number of stewards shall be the number reasonably required to assure that all eligible employees of the unit are properly represented.

Section 5. The Union will provide the Employer with the names of shop stewards. The names of shop stewards will be posted on appropriate bulletin boards. The Union will notify the Employer in writing within two weeks of any change in the roster of stewards.

Section 6. It is further agreed that supervisors will grant permission to carry out the Union activities described in the preceding Sections of this Article as expeditiously as work load permits. Any time limits under Article 26 will be extended for a period of time equal to the delay in granting the representative official time.

Section 7. The Employer agrees that Union representatives shall be allowed the right of access to the respective managerial and supervisory levels for the purpose of representing employees in the bargaining unit. Right of access means that managers and supervisors will make themselves available for consultation and/or discussion with duly authorized Union representatives and that managers and supervisors will grant requests for appointments with recognized Union representatives as soon as possible and without undue delay.

Section 8. The Employer and the Union agrees that both shall make a concerted effort to obtain facts pertinent to problems, complaints, or grievances. Further, that substantive facts shall form the basis for consultation, discussion, and resolution of problems and complaints. Both shall be responsible for obtaining sufficient information to invalidate rumors, hearsay, or other unsubstantiated issues before either introduces such information.

Section 9. Upon request to the Directorate of Civilian Personnel, Union representatives from the national level shall have the right to visit work areas within the installation where members of the units are employed, excluding restricted or limited access areas. It is understood that - representatives will not interfere with normal work operation and such contacts will be made initially with management officials at the work site.

ARTICLE 9

HOURS OF WORK AND BASIC WORKWEEK

Section 1.

- a. The administrative workweek is identical to the calendar week, beginning at 0001 on Sunday and ending at 2400 the following Saturday.
- b. Duty hours for unit employees are based on a five-day workweek and are indicated as follows. The regular tour of duty is Monday through Friday, 0730 to 1630, with one hour for lunch. The Parties recognize that the Employer has the right, where necessary, to meet work load requirements to establish rotating and irregular tours of duty to operate the facility on a two or three shift basis to accomplish work which cannot be accomplished during the regular tour of duty or when the Employer determines that an organization would be seriously handicapped in carrying out its function or that costs would be substantially increased by continuing the regular tour described in the first sentence of this subsection. Employees may request the establishment of alternative work schedules or flexitours, which encompass core hours (0830 to 1500), that will improve morale, reduce absenteeism, and result in a more effective and efficient operation.

Section 2. The Parties agree that certain organizations and shops may be able to fulfill their mission at Fort Leonard Wood by observing a thirty-minute lunch period. Where employees in a shop or organization wish to observe a thirty-minute lunch period, they may submit a request for consideration either individually or as a group. Such requests will normally be granted unless the Employer will be seriously handicapped in carrying out its mission or costs would be substantially increased.

Section 3. Any lunch period during which the employee is entirely free of duty in connection with his or her job, shall not be considered duty time. Inasmuch as the lunch period is not paid work time, the lunch period should be free from duty and employees should not be required to stay at or near the work area. Employees who are required to, or with management's consent, perform work during the lunch period will be paid for such work in accordance with governing pay regulations. The lunch period will be scheduled at the middle of the work shift. In no case

will the lunch period be more than one and one-half hours before or after the middle of the work shift except in emergency situations.

Section 4. An employee's work schedule will be posted at least one pay period in advance and will not be changed without seven days prior notice unless the Employer would be seriously handicapped in carrying out its mission or costs would be substantially increased.

Section 5. If workload allows, employees will be permitted adequate time after the start of their work shift to check out tools and other equipment before proceeding to their work site, and, when it is needed, will be allowed adequate cleanup time prior to lunch and the close of each shift. Such time will be used to secure government property and equipment in their possession, to clean and straighten up the work area, and for personal hygiene. The time allowed for cleanup cannot be specifically defined so as to meet all situations. Such time allowed will be considered as time worked for the purpose of computing time worked for the purpose of paying overtime. The time allowed under this Agreement will be limited to the minimum time required to perform the functions described above and will not be viewed as, or allowed to become, an additional break period. Management reserves the right to assign other work during the times mentioned above,

Section 6. When an employee reports for work at the prescribed starting hour on a scheduled workday, and is prepared for and remains capable of, but is prevented from performing his or her regular assigned duties by circumstances beyond his or her control the Employer will make a reasonable attempt to keep this employee gainfully employed by assigning his or her to other duties.

Section 7. Hours of work involving night duty will be kept to a minimum consistent with work load requirements.

Section 8. The Employer agrees that the Union President, Union officers, and Union shop steward established tours of duty will not be changed unless mission accomplishment requires such a change.

Section 9. Employees will normally be given a 15-minute rest and/or coffee break during each one-half work shift of each day. Break periods will normally be from duty; however, if employees are required to answer inquiries, or perform other duties during break period management will try to ensure that such duties are distributed equitably. These "periods" are not under any circumstances, to be continuous to the lunch periods and they may not be granted immediately after the beginning of the workday or immediately prior to the close of the workday. Such rest periods will be considered as time worked for the purpose of paying overtime. Under no circumstances will official government vehicles be used to transport employees during rest periods on other than official business. Management reserves the right to assign other work during the times mentioned above.

Section 10.

- a. The Employer and the Union agree to the test of a compressed work schedule (CWS) for the duration of the current Collective Bargaining Agreement.
- b. The Employer is responsible for approving or disapproving CWS.

c. The Employer's decision will be final and not subject to grievance under Article 26 or arbitration under Article 27.

d. Management reserves the right, in three month increments during the test period, to discontinue the CWS in organizations who have experienced an adverse impact because of a reduction in productivity, a diminished level of services furnished to the public, a diminished level of services furnished to that organization's clients, or an increase in the cost of the organization's operations. If there is no adverse impact the CWS will remain in effect.

e. It is agreed that employees taking part in a CWS will experience an increased level of individual responsibility and cooperation. Any instance of employee abuse will result in the employee being returned to a regular work schedule.

f. Each organizational unit must be able to perform each of its work functions on every working day. Employees who normally perform all work related to one function may be denied participation in a CWS.

g. Definitions.

(1) Compressed Work Schedule. A CWS for a full-time employee an 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays.

(a) 5-4/9 Work Schedule. A CWS that allows a full-time employee to fulfill an 80-hour biweekly work requirement in eight 9-hour days and one 8-hour day per pay period.

(b) 4/10 Work Schedule. A CWS that allows a full-time employee to fulfill an 80-hour biweekly basic work requirement in four 10-hour days, each week, per pay period.

(2) Holidays. Holiday means the first day of January, the third Monday of January, the third Monday of February, the last Monday of May, the fourth day of July, the first Monday of September, the second Monday of October, the eleventh day of November, the fourth Thursday in November, and the twenty-fifth day of December.

(3) USA MEDDAC activities on Ft. Leonard Wood may adopt other CWS approved by the Office of Personnel Management to meet patient care, needs.

h. Objectives. These CWS are designed to increase customer service and to provide benefits to employees and management. Specific considerations are:

(1) to provide an opportunity to adjust work schedules and achieve a degree of self-determination by providing a greater balance between work and personal needs;

(2) to provide more flexibility to use child care and form car pools;

- (3) to provide increased opportunities for pursuing educational goals;
- (4) to increase customer care by providing longer business hours by extending the workday and improving productivity;
- (5) to reduce short-term absences for medical appointments or personal business;
- (6) to improve cross-training and cooperation among employees; and
- (7) to provide availability of quiet periods at the beginning or end of the workday.

i. Responsibilities.

(1) The Employer is responsible for:

- (a) determining the extent to which work schedules will be authorized for employees in their respective organizations, based on mission workload requirements;
- (b) assuring organizations will be staffed to provide services to the Installation's customers and other functions during established duty hours; i.e., 0730-1630;
- (c) determining if supervisors or employees are abusing the policy and taking corrective action to include denial of the privilege of using one or more schedules;
- (d) approving individual work schedules and subsequent deviations consistent with the needs of the organization;
- (e) accounting for the scheduled work hours of their subordinate employees;
- (f) providing written notification of approval/disapproval in deviations from the established work schedule to the employee and timekeeper;
- (g) approving schedules that correspond to the Installation's basic hours of business operations which are 0730-1630;
- (h) disapproving requests that have adverse impact on accomplishment of missions, workload, and/or office coverage;
- (i) terminating CWS for employees with attendance or related problems of abuse; and
- (j) directing overtime as required outside the employee's work schedule.

(2) The Employee is responsible for:

- (a) becoming familiar and complying with the rules governing CWS; and

(b) recognizing that participation in CWS is a privilege and will be subject to the approval of the supervisor.

j. Policy Options.

(1) Regular supervisors may restrict selected positions or employees from the 5-4/9, or the 4/10, if there are valid work-related reasons for the restriction. An employee may be required by his or her supervisor to work the regular tour of duty if the employee has abused the other work schedules.

(2) 5-4/9 employees authorized to participate in this program may be scheduled to start at anytime between 0600 and 0830 hours and depart between 1530 and 1800 hours. These hours are appropriate for the 9-hour workdays which include a 30-minute lunch period. Participation in the 5-4/9 work schedule is a joint arrangement between the employee and his or her supervisor and must not interfere with the accomplishment of the mission or the employee's performance of officially assigned duties.

(3) 4/10 employees authorized to participate in this program may be scheduled to start anytime between 0600 and 0730 hours and depart between 1630 and 1800 hours, these hours are appropriate for the 10-hour workdays which include a 30-minute lunch period. Participation in the 4/10 work schedule is a joint arrangement between the employee and his or her supervisor and must not interfere with the accomplishments of the employee's performance of officially assigned duties.

k. Schedule Requirements.

(1) Schedule request for a 5-4/9 or 4/10. All employees requesting approval to participate in or change their 5-4/9 or 4/10 work schedule must complete a written Request/Change for Compressed Work Schedule. This request must be submitted two weeks in advance to the employee's immediate supervisor for concurrence/nonconcurrence, for approval/disapproval and for signature. The timekeeper will be furnished a copy.

(2) Scheduled Day Off. The employee may request several choices for his or her fixed day off subject to supervisor's approval based on workload considerations, staffing and/or mission requirements. If several employees request the same day off and there exists no work-related reason which would decide the matter, then the employees will attempt to resolve the conflict among themselves. If no agreement is reached, the employee with the most seniority, based on Service Computation Date will be allowed the first choice, the second most senior employee the second choice, and so on, on a rotating basis. To change his or her day off, normally for extenuating circumstances, the employee must request from his or her supervisor in writing 24 hours in advance. The approval or disapproval must be in writing. The Employer has the discretion to change the day off with seven days prior notice unless the employer would be seriously handicapped in carrying out its mission or costs would be substantially increased or if in joint

agreement less than 24 hours. Accumulation of scheduled days off is prohibited and must be taken during the pay period or paid under overtime.

(3) 8-Hour Workday for 5-4/9. The employee may request several choices for his or her 8-hour work day subject to supervisory approval. This 8-hour day can be any day within the pay period, but must be scheduled in advance. The 8-hour workday can be changed with seven days prior notice by the Employer unless the Employer would be seriously handicapped in carrying out its mission or costs would be substantially increased or if in joint agreement, less than 24 hours. The employee must request to change his or her 8-hour workday, normally for extenuating circumstances, from his or her supervisor in writing at least 24 hours in advance.

(4) Deviations. Deviations from the certified request must be made in writing and be approved 24 hours in advance to the immediate supervisor. An employee who wishes to withdraw from the 5-4/9 or 4/10 work schedule will request from his or her supervisor in writing, at least one pay period in advance. The Employer may make temporary changes due to their responsibility for assuring adequate office coverage and scheduling of work needs by notifying the employee in writing with seven days prior notice unless the employer would be seriously handicapped in carrying out its mission or costs would be substantially increased.

1. Lunch Periods. The CWS lunch period will be set at a minimum of 30 minutes up to a maximum of 90 minutes.

m. Special situations.

(1) TDY/Training. An employee participating in a CWS and in a travel status or on official business outside the Ft. Leonard Wood area will revert back to a non-participating status for the period involved unless an alternative arrangement can be agreed upon between the employee and appropriate supervisory authority, which alternative arrangement does not increase the cost of the travel, training or other official business or violate any rule, regulation or statute. It is the responsibility of both the employee and the supervisor to ensure that proper tracking of TDY is accomplished so that the employees are not denied their off days and so the requirement for 80 hours to be worked or accounted for by other leave during the pay period is fulfilled.

(2) Annual Leave, Leave Without Pay, and Sick Leave. Time off must be charged to the appropriate leave category. Leave will be charged according to the number of hours that would normally have been worked.

(3) Determining holidays under a CWS.

(a) When a holiday falls on a day that an employee is regularly scheduled to work under a CWS, the scheduled workday is the employee's holiday.

- * 1. If the employee is covered by a CWS, the employee's holiday will comprise the number of hours the employee is regularly scheduled to work that day.
- * 2. An employee who is required to work on a regularly scheduled workday that is a holiday receives holiday premium pay for working on the holiday and is not entitled to an in lieu of holiday.
- * 3. If the employee is covered by a compressed work schedule, the employee-is entitled to holiday premium pay for the number of hours he or she is regularly scheduled to work that day.

(b) When a holiday falls on a non- workday for an employee covered by a Compressed Work Schedule; and-

- * 1. the holiday falls on Sunday, the first regularly scheduled workday following the Sunday-holiday is the employee's in lieu of holiday.
- * 2. the holiday is not a Sunday, the last regularly scheduled workday preceding the holiday is the employee's in lieu of holiday.

For example:

If the employee is regularly scheduled to work Monday through Thursday and Sunday is a holiday, the employee's in lieu of holiday will be the following Monday. (See rule in Section 10, m, (3)(b) bullet 1.)

If the employee is regularly scheduled to work Tuesday through Friday and Sunday is a holiday, the employee's in lieu of holiday will be the following Tuesday. (See rule in Section 10, m, (3)(b) bullet 1.)

If the employee is regularly scheduled to work Monday through Thursday and Friday is a holiday, the employee's in lieu of holiday will be the preceding Thursday. (See rule in Section 10, m, (3)(b) bullet 2.)

If the employee is regularly scheduled to work Tuesday through Friday and Monday is a holiday, the employee's in lieu of holiday will be the preceding Friday. (See rule in Section 10, m, (3)(b) bullet 2.)

- * 3. A temporary deviation may be made in the CWS when an employee is scheduled to work; but the workplace will be closed because observance of an in lieu of holiday, such as Friday, 24 December and Friday, 31 December. Such deviations should be scheduled as far in advance as possible; however, a minimum of seven days advance notice to the employee is required.

- * 4. Overtime. The regular rules under 5 USC 5544 and 5550 apply under the provisions of the Fair Labor Standards Act (FLSA) of 1938, as amended. Overtime work under the 5-4/9 or 4/10 schedule can still be ordered and approved. Overtime is defined as that work or duty time in excess of the basic work requirement which the individual has scheduled during a pay period (80 hours) or hours in excess of his or her scheduled 8, 9 or 10-hour workday; which is specifically ordered and approved by management and performed by the employee. Schedules will not be changed in order to avoid the payment of overtime.
- * 5. Court or Military Leave. When an employee goes on military or court leave, he or she goes off of the CWS and is considered to be on a standard 8-hour workday, with a total of 80 hours to be worked and/or accounted for by other leave as appropriate during the pay period. If an employee on a compressed schedule receives notification after starting the compressed workweek that he or she is scheduled for military or court leave the following week of the pay period, the employee will go on a regular 40-hour schedule for the duration of the court/military assignment.
- * 6. Exceptions. The mission must come first. Because of specific job requirements in some offices, the same degree of personal choices may not be possible for all employees. For example, employees who work as a team, offices with a small staff, the need for supervisory coverage, continuous duty and unusual shift schedules, etc., may limit the degree of flexibility possible in a particular office. These situations will be handled on a case by case basis and supervisors must explain to their employees to what extent, if any, they will be restricted in the use of 5-4/9 or 4/10. It is recognized that other schedules may be established due to mission requirements. The supervisor retains the right to change any approved schedule in order to meet mission requirements. He or she will consider any personal hardship imposed on an employee caused by the implementation of a CWS. Any exception granted will be the decision of the Supervisor. The employee will be given seven days advance notice if possible. If a decision to require an employee to work a CWS causes a personal hardship, this decision is appealable to the Commander/Director of the activity. If this decision is not satisfactory, it may be appealed through command channels to the Commanding General if the individual is employed by the USAEC and Fort Leonard Wood, Missouri. If the individual is employed by the U.S. Army MEDDAC, Fort Leonard Wood, Missouri, he or she may appeal such decisions through hospital command channels to the MEDDAC Commander.

ARTICLE 10

OVERTIME

Section 1. The Union recognizes that the determination of the necessity for overtime work is a function of the Employer. Overtime assignments will be distributed equitably on a rotational basis among qualified employees, consistent with workload requirements.

- a. Preference will be given to those employees who are currently assigned to the job. If no currently assigned employees are available, consideration will be given to those other employees qualified to do the job.
- b. If an employee has accepted an overtime assignment, authorized absence will not preclude his or her working overtime.

Section 2. The Employer agrees to make every effort to give employees as much notice as possible when overtime is required, and further agrees to give due consideration to the employee's personal circumstances, subject to the paramount requirement of fulfilling the mission of the Employer.

Section 3. An employee may be excused from an overtime assignment provided he or she has a legitimate reason and a qualified employee (as determined by management) volunteers to take his or her place. However, if no suitable volunteer is found, the employee will work overtime.

Section 4. When it is necessary for employees to return to work outside of their standard work hours to perform unscheduled overtime work of less than two hours duration, they shall be paid a minimum of two hours of overtime.

Section 5. No wage grade employee will be required to work overtime and accept compensatory leave.

Section 6. In cases of emergency as determined by the Employer where employees are not informed of overtime assignments prior to the start of the regular shift and are required to work more than four hours beyond the end of the regular shift, an opportunity to obtain food and a scheduled non-compensable lunch period to consume it at the worksite will be provided. If the nature of the work is such that it cannot be stopped or interrupted, the Employer will allow the food consumption to be on a work status basis. Scheduled non-compensable lunch periods referred to in this Section shall be free from all duty obligations except for immediate and compelling emergencies which arise during the scheduled lunch period. Under these circumstances employees shall be in a work status immediately on resuming work.

Section 7. The employee shall, where possible, inform the supervisor immediately if it is apparent that a job cannot be completed prior to end of the workday. Following established procedures, a decision will be made as to whether or not the employee will stay overtime. When an employee is required to work overtime, without having been informed prior to the start of the work shift, an official government telephone call home be authorized for the employee to notify his or her family and to arrange for transportation home if necessary.

Section 8. The Employer agrees that records and rosters of overtime work will be maintained by the Employer and that such records and rosters will be made available for review by local representatives of the Union upon request in connection with a complaint or grievance.

ARTICLE 11

WAGE SURVEYS

Section 1. The Union shall have a representative on the Local Wage Survey Committee provided that the Union represents the largest number of wage employees under the regular wage schedule who are under recognition in the wage area. The Union shall have data collectors in Local Wage Surveys equal in number to Employer data collectors. Union data collectors and committee members will be in a pay status while performing survey duties.

Section 2. The Employer agrees that the Union may conduct training of Union designated data collectors prior to an impending full-scale Wage survey and such training will be considered part of their official duties, not to exceed eight hours per Union data collector.

ARTICLE 12

SICK LEAVE

Section 1. Employees shall accrue sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of illness.

Section 2. Sick leave will be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons as provided by sick leave regulations. Employees working shift work will notify their supervisor by telephone or other means as soon as possible but not later than one hour prior to the start of their work shift. Employees working a regular tour of duty (0730 to 1630 or 0730 to 1600) will notify their supervisor by telephone or other means prior to the beginning of their telephone or other means prior to the beginning of their work shift, if possible, but no later than two hours after the beginning of the shift. Consideration will be given to an employee who, because of special or unusual circumstances, is unable to meet this requirement.

Section 3. It is agreed that employees desiring medical, dental, or optical examinations or treatments who cannot arrange appointments outside of work hours will be granted the amount of time required on sick leave for this purpose. The judicious use of sick leave is encouraged. Employees should request such leave as far in advance as possible.

Section 4. If the supervisor believes there is sufficient evidence to indicate that there may be abuse of sick leave by an employee, he or she will advise the employee that a completed medical certificate will be required for any absence for which sick leave is requested, regardless of duration. Such notification must be in writing, subject to review within ninety days. If the

requirement is to be continued beyond ninety days, written notification of the results of the review will be furnished to the employee by the supervisor within five workdays of the review. If the review and/or the written notification is not accomplished, the requirement for medical certification is automatically terminated. The mere fact that an employee has used all or most of his or her sick leave credits does not, by itself, constitute an abuse of sick leave.

ARTICLE 13

ANNUAL LEAVE

Section 1. Annual leave will be administered in accordance with current laws and regulations and as further stipulated below.

Section 2. The Employer agrees, whenever possible, dependent upon work load and other local circumstances, to allow employees to schedule up to two consecutive weeks in each year for vacation purposes. To permit scheduling, employees will furnish to their immediate supervisor by 1 February their desired dates of leave. In the event of conflicting requests, the employee with the most seniority based on civil service time will be granted the leave. It is understood that this application of seniority pertains to scheduling of the initial two consecutive weeks. All employees will be allowed to schedule up to two consecutive weeks using the seniority procedure before additional schedules are approved. Tentative leave scheduled will be posted on appropriate bulletin boards by 1 March of each year. It is agreed that scheduling of leave as indicated in this Section applies only to scheduling vacations of one week or longer.

Section 3. Changes in the annual leave schedule may be arranged by mutual agreement between the approving supervisor and the employee concerned.

Section 4. Scheduling of annual leave is a joint responsibility of employees and supervisors. Supervisors will cooperate with employees in scheduling leave so that leave is not forfeited at the end of the leave year. Employees will cooperate by making management aware of their anticipated leave requests as far in advance as possible in order to permit management to make arrangements to accomplish the mission in the employee's absence. Leave not scheduled in advance of the third biweekly pay period prior to the end of the leave year is not eligible to be restored in the event it cannot be used due to workload requirements.

Section 5. The Employer agrees, whenever possible, dependent upon workload, to freely grant annual leave for personal and/or emergency purposes. Annual leave, other than that prescheduled for vacation, will be requested in advance of the absence, except in the event of an emergency situation, in which case the employee must notify the supervisor upon the cessation of the emergency.

Section 6. Employees may be entitled to an additional 12 work weeks of unpaid leave for the birth of a child, adoption or foster care child placement, or the care of a parent, spouse or child with a serious health condition under the Family and Medical Leave Act of 1993. Employees may also be eligible to become recipients of annual leave donated under the Voluntary Leave Donor Program. Any employees that may be eligible should contact the Labor/Management-

Employee Relations Division, Directorate of Civilian Personnel or their supervisors for more information.

ARTICLE 14

LEAVE WITHOUT PAY OR EXCUSED ABSENCE

Section 1. Employees may be granted leave without pay in accordance with applicable laws and regulations.

Section 2. Employee representatives elected or appointed to a Union office may apply for periods of leave without pay to accept temporary Union positions. Requests for extension of the initial grant will in no case cause a total absence of more than two years.

Section 3. Employees returning to duty from approved periods of leave without pay will be granted such rights, privileges, and seniorities to which they may be entitled at the time in accordance with applicable statutes and regulations.

Section 4. The Employer agrees to excuse without charge to leave a Union official or representative attending a Union sponsored training session provided the subject matter of such training is of mutual concern to the Employer and the Union official or representative and the Employer's interest is served by the Union officials or representative's attendance. Excused leave for this purpose shall cover only such portions of a training session meeting the foregoing criteria and will not exceed 24 hours for any employee within a twelve-month period. Excused leave for attendance at such Union sponsored training sessions shall be granted to Union officials or representatives; however, not more than 150 hours of excused leave shall be granted during any one calendar year regardless of the number of Union officials or representatives participating in such sessions. A written request for excused leave will be submitted at least two weeks in advance, if possible, by the Union president to the Director of Civilian Personnel. The request will include information concerning the duration, purpose, location, and nature of the training.

Section 5. Excused absences will be granted to employees desiring to review their Official Personnel Folder. Employees will be permitted to do so by making an appointment through their supervisor with the Directorate of Civilian Personnel. No tours of duty will be changed nor will overtime be paid for this purpose.

Section 6.

a. In some instances there may be periods of interrupted or suspended operations which cannot be anticipated sufficiently in advance to permit arranging for assignment to other work or the scheduling of annual leave. Normally, where 24 hours advance notice is given, employees who cannot be assigned to other work will be placed on annual leave with or without their consent. When such notice is not possible, the following paragraph applies.

b. The Employer will grant excused absence to employees who are prevented from coming to work or are relieved from work when normal operations are interrupted by

events or conditions beyond the control of management or employees for periods of time which the Employer considers not reasonably avoidable. It is understood that those employees in positions with duties essential to mission functions will make every effort short of endangerment to life and limb to report for work as scheduled. It is understood that such employees (those in positions with duties essential to mission functions), who are on duty when normal operations are interrupted by events beyond the control of management or employees, will remain on duty until relieved. It is understood that the provisions of this Section have application to all days within the administrative workweek.

c. When a determination is made that excused absence is appropriate, employees will be administratively dismissed for not to exceed eight hours and will then be placed on enforced annual leave for any subsequent continuous absence required beyond eight hours, provided 24-hours advance notice is given.

Section 7. An employee with five or more years creditable service who desires to pursue job-related studies will, upon request, be granted one year of leave without pay for that purpose unless mission requirements make it impractical. Disapproval of such request will be provided the employee, in writing, along with the reasons for the unfavorable action.

Section 8. Employees who volunteer, with supervisor approval as blood donors, without compensation, to the American Red Cross, military hospitals, and other blood banks, or who respond with supervisory approval to emergency calls for blood donors, may be granted excused absence. The time granted may include the time necessary to give the blood, for recuperation purposes immediately after donating blood, and for necessary travel to and from the donation site. The maximum excused absence will not exceed four hours, not including the lunch period, except in unusual cases.

ARTICLE 15

ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. The Employer agrees to pay environmental differential pay to employees in specific job and work settings as set forth in governing regulations.

Section 2. Should job-related hazards or environmental conditions be practically eliminated by provision of personal protective clothing, devices and/or work place protective measures, standard operating procedures, and devices, environmental differential pay shall be eliminated.

ARTICLE 16

CIVIC RESPONSIBILITIES

Section 1. When employees are under summons to serve on a jury, or to qualify for jury service, or to attend to other civic duties as set out in Fort Leonard Wood Civilian Personnel Regulation

690-12 , Leave Administration, time lost from their normal working tour of duty will be charged to court leave in accordance with this regulation.

Section 2. Employees scheduled for work on any election day and who are eligible to vote in such an election, will, upon request, be excused without charge to leave to vote in such election in accordance with Fort Leonard Wood Civilian Personnel Regulation 690-20, Voting and Registration.

ARTICLE 17

PERSONNEL MOVEMENTS IN REDUCTION IN FORCE

SITUATIONS AND REHIRING

Section 1. The Employer agrees to make a reasonable effort to avoid or minimize a reduction in force (RIF). Some possible actions are to restrict recruitment and promotion by meeting ceiling limitations through normal attrition and by reassignment of surplus employees to available vacant positions for which they are qualified. When a decision is made by the Employer to effect a RIF the provisions of the Federal Personnel Manual and other relevant regulations will apply with the additional provisions contained in the following sections of this Article. The Employer agrees to notify the Union of officially approved reductions in force within the bargaining unit immediately before notices to affected employees are prepared.

Section 2. The competitive area for a reduction in force shall be all appropriated fund employees within the commuting area who receive civilian personnel administration services from the Directorate of Civilian Personnel, Fort Leonard Wood, Missouri.

Section 3. The Employer agrees to make available to the Union copies of all retention registers and companion competitive level documents simultaneous with the issuance of RIF notices to employees in the bargaining unit. Copies will be furnished to the Union upon request of the Union president or his representative. The Employer agrees to provide the Union access to information in the Directorate of Civilian Personnel for the purpose of the Union's developing a list of jobs abolished which precipitated the RIF and a list of vacancies at the beginning and conclusion of the RIF by title, grade, series, and job number. All RIF actions will be in accordance with applicable regulations.

Section 4. Appeals. Employees reached for action by a RIF who believe such action would deprive them of any rights to which they are entitled under applicable regulations may appeal such proposed action directly to the Merit Systems Protection Board. Appeals may be based on such things as: error in order of selection, inadequate notice, inadequate reasons or failure to give reasons for exception to the regulations, denial of right to examine the regulation or to inspect the retention registers and related records, restricted competitive level, improper tenure grouping, violation of veteran's preference rights, error in service date, failure to make reasonable offer of reassignment, improper determination of physical fitness for reassignment, denial of reemployment priority rights, adequacy of reasons for anytime in a non-pay status during notice period, lack of performance rating or incorrect use of performance rating. Time limitations for filing RIF appeals will be specified in advance notices.

ARTICLE 18

JOB DESCRIPTIONS AND CLASSIFICATIONS

Section 1. All employees in the bargaining unit shall be permitted to consult with their supervisors on an informal basis for the purpose of reviewing their job description and be represented by a representative of their choice.

Section 2. The right to appeal their position, grade, and designation is retained by the employees and will be in accordance with applicable laws and regulations.

Section 3. When an employee believes his or her position description does not adequately or accurately describe his or her continuing duties and responsibilities, he or she may discuss the matter with his or her supervisor. During this discussion, he or she has the right to request Union representation. The supervisor shall review the position description with the employee and upon completion of the review, if found warranted, a new or amended position description will be prepared. This will be accomplished not later than thirty days from the date of the review. If this time frame cannot be met, the Union will be advised of the projected date of completion and the reason for the delay.

Section 4. Department of the Army Standardized Job Descriptions will be utilized to the fullest extent whenever applicable.

Section 5. The right to appeal a position classification is retained by all employees.

Section 6. In the interest of maintaining morale and good employee/employer relations, supervisors should normally refrain from assigning incidental duties to employees which are inappropriate to their positions or abilities. Action should be taken to identify regularly assigned duties in the job description, otherwise the employee has the right to grieve the recurring assignment of work not reasonably related to the employee's position and qualifications. This does not preclude the assignment of duties not related to the employee's job description when mission requirements exist or when the employee is formally detailed to another job. Official job descriptions will be written in accordance with the Office of Personnel Management and Department of the Army rules and regulations.

ARTICLE 19

PERFORMANCE STANDARDS AND APPRAISALS

The Provisions contained in Army Regulation AR 690-400, Total Army Performance Evaluation System, Chapter 4302, will apply with the exceptions listed below.

Section 1. The Rater and Ratee will have a face-to-face discussion about performance. The current job description will be used as the basis for the discussion. Other source documents such as mission or function statements, organization goals and objectives, and previously developed performance standards can be used in the discussion. The counseling checklist should be used as a guide for the discussion. The discussion should inform what is expected from the employee and what standard of performance constitutes success. The discussion should provide for

employee comments as to what he or she would like to do now and in the future, how the employee thinks the job could be done better and what help and/or training he or she thinks is needed. The key points of the performance counseling will be summarized on the counseling checklist. These key points shall communicate how the employee's work is to be measured, e.g., specific projects and tasks, time frames, etc. Performance requirements for all duties must comply with governing laws and regulations. Any employee who disagrees with any part of the plan may submit written or oral comments, or both, through the rater to the senior rater within five working days of the review of the counseling checklist.

Section 2. When the counseling checklist has been approved the employee shall receive a copy. Each employee will initial and date the form to acknowledge receipt. If a performance evaluation discussion changes into an examination of an employee and the employee has reason to believe that a disciplinary action could result then the employee may request Union representation.

Section 3. Rating Period.

- a. The minimum annual rating period is 120 days under an approved performance plan.
- b. A rating period will be extended and the annual rating postponed when:
 - (1) a newly assigned supervisor has had less than 120 days to observe the employee's performance under an approved performance plan and information concerning the employee's past performance during the rating period is not available;
 - (2) an employee's performance has been less than fully successful due to illness, alcoholism, drug abuse, or other handicapping condition, and performance shows evidence of improvement;
 - (3) an employee who has been notified of failure to meet one or more performance standards is provided an opportunity to improve performance.

Section 4. Responsibility ratings will be made as objectively as possible by comparing the tasks performed by the employee under each Responsibility to DA performance standards which are written at the success level. A counseling will be conducted at the beginning and middle of the rating period. Other optional counseling may be conducted at any time during the rating period. The discussion should be about what is to be done, how it is to be done and what needs to be improved. During these discussions employees may ask for an overall interim assessment of performance.

Section 5. Once the Responsibilities ratings have been assigned and the Overall Performance Rating block with bullet comments has been completed, the performance evaluation is returned for discussion with and signature by the employee. The employee will receive a copy of the performance evaluation. If the date of receipt of the copy is different than date of employee's signature then the date the employee receives his or her copy is the date the employee becomes aware of the rating. Employees and supervisors are encouraged to have frank, open and honest communications over their employees' performance. They are encouraged to focus their discussions on performance standards and key points.

Section 6. Quotas or other similar restrictions will not be considered in the evaluation of an employee's work Performance.

Section 7. Performance Ratings will be based solely upon the work performed by the individual being rated and not the performance of other employees.

Section 8. The employer agrees to inform an employee anytime there is a significant change in his or her Performance that would result in a lower rating than the rating of record. A meaningful discussion should place that informs the employee as to how he or she can improve his or her performance level.

Section 9. When employee performance is identified as failing to meet one or more responsibilities the employee will be informed as to the nature of his or her performance deficiencies. He or she will be given a written statement to this effect and be given a reasonable period of time to improve his or her work performance to a successful level. The statement of unsuccessful performance will provide:

- a. the tasks not being performed under each Responsibility compared to DA performance standards; and
- b. the time period in which to bring performance standards to a successful level.

Section 10. An employee whose reduction in grade or removal is proposed because of unacceptable Performance is entitled to.

- a. advance written notice in accordance with , governing regulations which informs the employee:
 - (1) of the specific instances of unacceptable performance by the employee on which the proposed action is based;
 - (2) of the tasks not being performed under each responsibility compared to DA performance standards; and
 - (3) of the right to be represented by a Union representative or other representative of the employee's choice so long as such service by the representative in preparing and presenting a reply to the proposal does not:
 - (a) result in a conflict of interest or position;
 - (b) conflict with priority needs of the Government; or
 - (c) give rise to unreasonable costs.
- b. a reasonable time will be provided to answer orally and in writing; and
- c. a written decision.

Section 11. If the employee is the subject of an action based on unacceptable performance and the employee files for disability retirement, management agrees to consider staying the action for

a reasonable period of time to allow a determination to be made concerning the disability retirement.

Section 12. The procedures of the Department of the Army Alcohol and Drug Abuse Prevention and Control Program must be considered and made available to any employee who so requests in accordance with governing Army regulations.

Section 13. The provisions in Sections 8 through 11 of this Article are not applicable when retention of the employee in the job may lead to death, injury, a threat to national security, or great monetary loss.

ARTICLE 20

DETAILS

Section 1. The Employer may detail employees to equivalent or lower-grade positions to meet requirements without reductions in grade or pay. Informal details of more than ten days will be documented on an Employee Record Card.

Section 2. The Employer may detail any one employee for not to exceed 120 calendar days to a position of higher grade without change in grade or pay. Supervisors and managers are encouraged, however, to process a temporary promotion instead of a detail when the assignment is to higher-graded duties for longer than sixty days.

Section 3. The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. The detail should be based solely on legitimate management purposes (i.e. unexpected work loads or special projects, etc.), and the Employer's considered judgment as to the ability of the individual.

ARTICLE 21

PROMOTION

Section 1. Definition. A promotion is the change of an employee to a higher grade when both the old and the new positions are under the General Schedule, or under the same type graded-wage schedule, or to a position with a higher rate of pay when both the old and new positions are under the same type ungraded-wage schedule, or in a different pay method category.

Section 2. Policy. The Union and the Employer agree that the purposes and intent of the Promotion Policy are to ensure that employees are given full and fair considerations for advancement and to ensure selection from among the best-qualified candidates. It is further agreed that these policies must be administered in such a way as to develop maximum possible employee confidence and to achieve the purposes of these policies as simply and efficiently as possible.

Section 3.

- a. The positions covered by this Article are those positions which are covered by the bargaining unit as defined in Article I of the negotiated Agreement between the Parties.
- b. The Union recognizes that the Employer may fill vacancies by methods other than promotion, such as appointment, reinstatement, reassignment, or transfer, subject to applicable regulations. When the decision is made by the Employer to fill a vacancy by promotion, the procedures contained in Fort Leonard Wood Civilian Personnel Regulation 690-10, Internal Placement and Merit Promotion Plan, will apply with the exceptions as contained in the following sections of this Article.

Section 4. Announcements. Vacancies which are to be filled by merit promotion procedures will be appropriately publicized to insure that all employees have an equal opportunity to participate in the Merit Promotion Program.

- a. The employer will furnish two copies of all vacancy announcements to the President of the Union concurrently with distribution to the work force.
- b. The Union will be notified of all positions anticipated to be filled by internal procedures in advance of the actions, when possible. The Union will be notified of all positions anticipated to be filled by VRA appointments, by use of the DOD Stopper list, and by the use of military spouse preference as soon as possible.
- c. Positions filled under the Merit Promotion Plan will be identified as to grade, title, organizational location, and whether permanent, temporary, full or part time, or intermittent. Vacancies in other organizations which have the same series and grade and require the same qualifications may also be filled from the announcement provided the vacancy occurs prior to the expiration date of the announcement. Open and continuous announcements, when identified as such, will not contain the organizational location.
- d. If a position is announced as temporary and the announcement does not state that it may become permanent but the position becomes permanent and there is a need to fill the position on a permanent basis, it will be advertised in another bulletin indicating that it is a permanent position.
- e. The method chosen for evaluating eligible candidates to identify best qualified for positions to be filled by promotion must be related to the job.
- f. Promotion procedures will apply to selection by transfer, reinstatement, or reassignment to positions with known promotional potential.
- g. Merit promotion announcements will be distributed to employee work areas. If an announcement is received after the opening date, the Employer will annotate the date of receipt and post on each bulletin board established in accordance with Article 36, Section 1.

Section 5. Re-promotion.

- a. An employee demoted without personal cause may be promoted to a grade or position from which demoted without competing with candidates who have not been so demoted. Although re-promotion is not guaranteed, ordinarily an employee should be re-promoted when a vacancy occurs in a position at his or her former grade (or any intervening grade or representative rate) for which he or she has demonstrated that he or she is well qualified, unless there are persuasive reasons for not doing so. The provisions of this paragraph apply to an employee who voluntarily was changed to a lower grade, reassigned, or was separated after declining to accompany a transfer of function or after receiving a general notice of reduction in force, and who is later reemployed at a lower grade. This also includes employees demoted when placed in accordance with administrative reemployment rights.
- b. All employees entitled to receive priority consideration for re-promotion will be referred to the selecting official on a DA Form 2600, Referral for Consideration, in alphabetical order.
- c. If an employee referred for re-promotion consideration under this paragraph is not selected, the employee may subsequently be referred if one of the best qualified under the regular merit promotion procedures of this plan. Non-selected employees may use the procedures in Section 7 of this Article.
- d. Consideration of employees entitled to re-promotion consideration must precede efforts to fill a vacancy by other means if the vacancy is a grade or intervening grade or position from which the employee had been demoted or separated without personal cause. This includes competitive promotion procedures, except when another employee has statutory or regulatory rights to be placed in or considered for the position.

Section 6. Interviews with candidates will be optional and may be arranged by either the Directorate of Civilian Personnel or the activity. Interviews are optional on the employee's part, also, unless informed otherwise by management. Where practical, the Employer will arrange interviews to correspond with the hours the interviewees are on duty. To increase the opportunities of employees competing for merit promotion, and to encourage selecting officials to interview candidates, all may be interviewed. If any candidate on the referral list is interviewed a minimum of fifty percent or five candidates, whichever is greater, will be given an opportunity for an interview. If there are less than five candidates, all will be given an opportunity for an interview. Notification of each of the best qualified applicants will be made concurrently with notification of the applicant selected.

Section 7. Non-selected Employee Rights. Information concerning non-selection will be made available to an employee or a representative designated in writing by the employee.

- a. A Directorate of Civilian Personnel staff member will make available the following information:
 - (1) whether the employee was considered for promotion and, if so, whether he or she was eligible on the basis of the minimum qualification requirements for the position;

(2) whether the employee was one of those in the group from which the selection was made and the names of the candidates in the group; and;

(3) who was selected for the promotion;

b. The selecting official will inform the employee in what area(s), if any, they should improve to increase his or her chance for future promotions.

Section 8. Post Review. The Employer agrees that Union officials, upon written designation by the Union President, shall be permitted to review noncompetitive promotions, if requested.

ARTICLE 22

SAFETY AND INDUSTRIAL HYGIENE

Section 1. The Employer will exert every reasonable effort to provide and maintain safe working conditions using the Department of the Army regulations as a guide. The Union will cooperate to that end and encourage all employees to work in a safe manner. The Union shall bring to the attention of the activity safety officer all unsafe conditions that cannot be resolved at the shop level.

Section 2. The Union will be notified in advance of Occupational Safety and Health Advisory Council Meetings and will be allowed to send a representative.

Section 3. The Employer agrees to furnish protective clothing and equipment in accordance with Department of the Army regulations and Occupational, Safety and Health Act regulations and this agreement. Personal protective clothing and equipment necessary, but not particularly restricted to safety equipment, will be provided by the Employer. Protective clothing and equipment will be utilized on the job when such items are necessary to protect personnel from occupational disease or injury. All personnel when entering a hazardous area or performing a hazardous duty will wear appropriate protective items such as safety glasses or goggles, hearing protectors, hard hats, clothing, footwear, etc. Safety equipment will be appropriately suited to protect the employee from the occupational and environmental hazards presented. Employees are encouraged to suggest additional or new protective clothing or equipment or the modification of existing equipment to their supervisors. The proposal will then be referred to the Director of Engineer Branch Safety for evaluation and recommendation as to its need. Should the decision be questioned, the matter may be referred to the Occupational Safety and Health Advisory Council for review.

Section 4. The Employer will continue to provide proper emergency medical support for employees while on work status at the United States Army Engineer Center and Fort Leonard Wood.

Section 5. Drivers of government vehicles are required to limit the number of people seated in the vehicle to the seating capacity of the vehicle. Trucks that are normally used to transport personnel will be provided with safety ladders, hand railings, adequate seating equipment, and covers.

Section 6. Based on guidance available through the Occupational Safety and Health Act and/or Army Regulations, employees will not be required to work alone when such an assignment would be detrimental to the health and safety of employees.

Section 7. The employee is encouraged to call to the attention of the Employer conditions in a work area, which could become a hazard to the health or safety of the employees.

Section 8. The Employer agrees to provide adequate, clean, and appropriately marked toilet facilities as near to work sites as reasonably possible. Male and female employees shall not be expected to use the same toilet facilities. In those isolated instances when separate facilities are not available, nor economically feasible, a locking or securing device will be present on the inside portion of the door. All toilet facilities, except chemical latrines, shall have hot and cold running water where feasible. If hot and cold water is not available, proper chemically-treated soap will be provided.

Section 9. If an employee is required to wear safety boots or shoes on the job, the Employer will furnish safety boots or shoes to the employee at no cost. If employees spend most of their time walking or standing on concrete floors, they may request crepe soled safety boots, instead of regular safety boots. Employees required to work outside in cold weather a majority of the time will also be issued an insulated pair of boots or shoes. Employees that require a special boot or shoe because of a medical or physical condition will be provided an appropriate safety boot or shoe at no cost if the employee provides medical documentation that supports the special need. When safety boots or shoes become unserviceable, the Employer will replace the boots or shoes on a timely basis at no cost to the employee.

Section 10. The employer will continue to maintain a program of physical examinations consistent with Office of Personnel Management, Department of Defense, and Department of the Army requirements for federal civilian employees. Coverage shall extend to all occupations. Employees will be informed of the results of their examinations.

Section 11. Female employee's examinations may include the pap test. Employees will be informed of the results of their examinations.

ARTICLE 23

COMMITTEE REPRESENTATION

Section 1. Whenever appropriate, the Union shall be considered for representation on committees or boards, which are established to deal with matters that are within the scope of 5 USC, Section 7117, in organizations for which it has exclusive representation. The Union will provide the name of a selected representative and one alternate for each committee. Section 2. The Employer agrees that the Union shall have a representative with full voting rights on the following committees:

- a. Equal Employment Opportunity Council and b. activity Safety Councils.

Section 3. The Union will have full representation rights in The Labor Management Partnership Council formed under Executive Order 12871.

ARTTICLE 24 DISCIPLINARY ACTION

Section 1. Disciplinary action, when taken by the Employer, must be:

- a. based on just cause;
- b. consistent with laws and regulations governing such actions; and
- c. fair and equitable.

Section 2. Constructive discipline, in order to be effective, must be timely. The corrective effect of a disciplinary action diminishes in proportion to the time allowed to elapse between the offense and the corrective action taken. To effectively perpetuate this principle the following procedures will be followed.

- a. The facts surrounding an alleged infraction or act of misconduct will be promptly investigated.
 - (1) In cases where the supervisor can immediately identify the employees and the alleged infraction or misconduct, disciplinary action, if deemed warranted, should be recommended within fifteen workdays.
 - (2) When the identity of an employee is not immediately evident, the matter will be expeditiously investigated. Once the employee's identity is determined and the investigation is completed, disciplinary action, if deemed warranted, should be recommended within fifteen workdays.
- b. In all cases the employee will be offered an opportunity to sign and date the Standard Form 52-B, Request for Personnel Action before it is forwarded to the next level of supervision unless the employee is not reasonably available.
- c. A letter of reprimand may be issued directly to an employee without a proposal letter, and will be sufficiently specific to indicate why the letter is being issued, and what the employee can do to improve or take needed corrective action.
- d. In all cases where a notice of proposed disciplinary action is given an employee, an extra copy will be provided to the employee who may present it to the Union if so desired.
- e. An employee who receives a written notice of proposed formal disciplinary action will be given an opportunity to answer the notice either personally or in writing, or both personally and in writing. The employee may furnish any and all reasons why he or she believes the action should not be taken. The employee may furnish affidavits in support of his or her reply. An employee may not be represented by a member of the Directorate

of Civilian Personnel or a member of the employee's servicing Equal Employment Opportunity staff in preparing and presenting the reply.

Section 3. The procedure in Section 2 of this Article shall apply in all disciplinary actions. Reduction in grade or removal of employees for unacceptable performance is not a disciplinary action. In this type of action the procedures and rights of employees set forth in 5 USC 4303 shall govern rather than the procedure dictated in section 2 of this Article.

Section 4.

- a. Suspensions of fourteen days or less, when contested, will be resolved commencing with Step 3 of the grievance procedure and through the arbitration process.
- b. Removals or suspensions of fifteen days or more may, at the discretion of the aggrieved employee, be processed either under the negotiated grievance procedure commencing with the third step or appealed to the Merit Systems Protection Board, but not both.
- c. Once the employee timely files a written grievance at the third step or timely files a notice of appeal under the applicable statutory appeals procedure, the employee, cannot change procedures.
- d. If the employee elects the negotiated grievance procedure, only the Union can request arbitration on the employee's behalf.
- e. Disciplinary actions involving formal letters of reprimand, when contested, will be resolved commencing with Step 2 of the grievance procedure.

Section 5. Informal Disciplinary Actions.

- a. Informal disciplinary actions may be taken by the supervisor on Its or her own initiative in situations of a minor nature involving such offenses as violation of a rule, regulation, standard of conduct, safety practice, or authoritative instruction. The employee will be advised of the specific infraction or breach of conduct and the date the incident occurred. The employee will be permitted to explain his or her conduct or act of commission or omission.
- b. Informal disciplinary actions may be recorded on the Employee Record Card, and maintained by the supervisor. In the event the supervisor determines this action warranted, Article 7, section 3, will be observed.
- c. Informal disciplinary actions are subject to the negotiated grievance procedure.

ARTICLE 25

ALCOHOL AND DRUG ABUSE

Section 1. The Employer will establish and administer an alcohol and drug abuse program, in accordance with appropriate Public Law, Department of Defense guidelines and Army

regulations. The Union shall provide support and assistance in promoting the Department of the Army Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) in order to better serve troubled employees whose performance is impacted by personal problems.

Section 2. ADAPCP provides non-disciplinary procedures by which an employee with alcohol or other drug related problems is offered rehabilitation assistance. Initiation of disciplinary actions for absenteeism, misconduct and marginal or unsatisfactory job performance related only to alcohol or other drug abuse may be postponed for ninety days only for employees who are enrolled in, and satisfactorily progressing in, an approved rehabilitation program, as defined by OPM, unless retention in a duty status might result in damage to government property or personal injury to the employee or others. In the latter instance, consideration may be given to approving official leave for the employee for all or a portion of the rehabilitation period, if appropriate.

Section 3. Approved rehabilitation programs will include treatment programs under a licensed Doctor of Medicine, Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and designated by the uniformed services to conduct examinations or treatment of this type. Approved rehabilitation programs will also include treatment programs under a person providing health services who may or may not be a medical doctor, but who is certified by a national organization and licensed by a state to provide the services in question.

ARTICLE 26

GRIEVANCE PROCEDURE

Section 1. General Information

- a. The purpose of this article is to prescribe an exclusive grievance procedure for the processing of grievances by employees of the bargaining unit. It shall be used exclusively except that it may not cover situations for which a statutory appeal procedure exists unless the employee so elects under paragraph g, below.
- b. A grievance under this Agreement does not include situations for which a statutory appeals procedure exists except where the employee has the option of using either the negotiated grievance procedure or the statutory appeals procedure.
- c. Exclusions. Grievances concerning the following issues are excluded:
 - (1) any claimed violation relating to prohibited political activities (Subchapter III of Chapter 73, Title 5 USC);
 - (2) retirement, life insurance, or health insurance;
 - (3) a suspension or removal for national security reasons (Section 7532, Title 5 USC);
 - (4) any examination, certification, or appointment of an employee;

- (5) the classification of any position which does not result in the reduction in grade or pay of the employee;
- (6) complaints or allegations of EEO discrimination;
- (7) termination of an employee serving on a temporary appointment with less than one year current continuous service;
- (8) removal of an employee during the probationary or trial period if he or she fails to demonstrate that he or she possesses the skills or character traits for satisfactory performance in the position; and
- (9) appeal of Reduction in Force (RIF) actions.

d. Employees may present their own grievances under this procedure provided the Union has been given the opportunity to be present at the adjustment of the grievance and the adjustment is not inconsistent with the Agreement.

e. Employees may not be represented under this procedure except by a representative designated by the Union.

f. Disputes over what is subject to this procedure will be resolved through the arbitration process. Arbitration may be invoked at the Second Step of the grievance procedure when either party determines that an issue is non-grievable. If the arbitrator determines that the grievance concerns a matter properly grievable under this Agreement, the grievance shall be decided by that arbitrator without further resort to the provisions of this Article.

g. Removals, demotions, or suspensions of fifteen days or more may, at the discretion of the aggrieved employee, be processed either under the negotiated grievance procedure or appealed to the Merit Systems Protection Board, but not both. Once the employee timely files a written grievance at the Second Step or timely files a notice of appeal under the applicable statutory appeal procedure, the employee cannot change procedures. If the employee elects the negotiated grievance procedure, only the Union can request arbitration on his or her behalf.

Section 2. Policy.

a. The Employer and the Union agree that normal day to day discussions between employees and supervisors are the most constructive means of developing effective work relationships. This procedure provides a means for the orderly consideration and resolution of questions concerning the interpretation and application of the Agreement, which are not or cannot be handled to the employee's satisfaction through these regularly established contacts.

b. It is the policy of the Employer that all employees will be treated fairly and equitably in all respects and those who feel they have not been so treated have a right to present their grievances to appropriate management officials for prompt consideration and equitable decision. In exercising this right, the employee and representative(s) (if

representation is used) will be unimpeded and free from restraint, coercion, discrimination, or reprisal.

c. Grievances raised by employees must be filed with their respective supervisors within thirty calendar days after the act or specific incident giving rise to the grievance becomes known. Union initiated grievances must be filed in accordance with Section 10 of this Article within fifteen calendar days after the alleged violation is known to the offended party. This time limit may be extended under circumstances which are determined by the Employer to warrant special consideration exceptions to this an employees who are incapacitated or are in TDY status. Upon return to duty, such employees will be allowed the additional days to make up the requirement of thirty calendar days maximum.

Section 3. Procedure.

a. Step One - Informal Discussion. In the event of a complaint or grievance from employees covered by this Agreement, the matter shall first be presented to the immediate supervisor by the aggrieved employee and his or her Union representative (if representation is used). The supervisor will, after careful consideration of the dissatisfaction, give a decision to the employee within fifteen calendar days. If the grievance is presented in writing, the response will be in writing.

b. Step Two - Formal Grievance.

(1) If no satisfactory settlement is reached at Step One, the employee shall reduce the grievance to writing within fifteen calendar days of the receipt of the decision of the immediate supervisor, stating the exact nature of the grievance and the corrective or remedial action sought, and it shall be presented to the immediate supervisor.

(2) The employee's grievance shall be directed through the command channels by the immediate supervisor to the appropriate director or major commander. The Union may request that the grievance be expedited through supervisory levels where a higher level supervisor has made the decision which has resulted in the grievance. The Employer agrees that such grievances will be expedited to the proper level.

(3) In the event the grievance is not resolved through the chain of command, the appropriate director, major commander, or their designated representative may meet within fifteen calendar days to discuss the written grievance. The Union representative will be notified at least two workdays in advance of any meeting. The Union may waive the advance notice requirement. A written Memorandum For Record (MFR) will be prepared by the appropriate management official, briefly summarizing the grievance, management's consideration of the grievance and the conclusions reached. A copy of the memorandum will be furnished to all parties concerned within fifteen calendar days of the receipt of the written grievance at Step Two.

c. Step Three.

(1) In the event an acceptable solution was not reached as a result of Step Two, upon written request of the employee within fifteen calendar days of the receipt of the memorandum required by Step Two, the Commanding General or the Tenant Activity Commander or his or her designated representative shall meet within fifteen calendar days of receipt of the grievance with the following persons in an attempt to reach satisfactory resolution of the grievance or dispute: the aggrieved employee, the shop steward and/or representative (if representation is used), and the concerned director or designee. The Union will be notified of the time of the meeting at least two workdays in advance. The Commanding General or Tenant Activity Commander or Acting Commander will render a decision on the grievance within thirty calendar days from the date the meeting was held. Copies of the decision will be furnished to all concerned parties. Should the decision be unsatisfactory, arbitration may be invoked in accordance with Article 27 of this Agreement.

(2) Should an employee or group of employees or the Union initiate a grievance or complaint involving the interpretation of published Agency policy, provisions of law, or regulations of appropriate authority outside the Agency, the following procedures will apply:

(a) Processing of the grievance at Step Three will be delayed not to exceed forty-five calendar days from the date of the receipt of the grievance at Step Three for an employee grievance or receipt of an alleged violation of contract by the Union when the Employer seeks an interpretation of the questioned policy, law or regulation.

(b) In securing this interpretation, the Employer will forward its inquiry to the proponent of the regulation in the Department of the Army for review. Requests for interpretation of matters external to the Department of the Army will be forwarded through appropriate channels and a copy of the request will be served simultaneously upon the Union.

(c) Processing of the grievance will resume upon the first workday following receipt of the interpretation or on the first workday following the 45th day following receipt of the grievance as specified in (a) above. Nothing in the Agreement will prohibit mutual agreement to extend the above times.

(d) Upon receipt of an interpretation the Employer will promptly provide the Union with a copy.

Section 4. The time limits in this Article may be extended only by mutual agreement between the Union and the Employer if circumstances warrant an extension. In computing time limits under this Agreement, the day upon which an incident occurs or upon which notice is received shall not count towards any time limits. Employees' work schedules will be taken into consideration where time limits under this Article are concerned.

Section 5. Any witnesses requested by the employee, who are under the jurisdiction of the Department of the Army, and whose presence is necessary to the development of facts, will be called. If, because of distance or similar factors, it is impracticable to require the presence of a witness, necessary information will be obtained by a signed written statement. Each witness will be advised that they are expected to provide full and complete information; and that they will not be subjected to any restraint, coercion, discrimination, or reprisal as a result of participation.

Section 6. Department of the Army employees participating in a grievance will be considered to be in a duty status during such participation if they are otherwise in a duty status at that time.

Section 7. Employees and/or their representatives will, upon request, be furnished information from official records, which has a bearing upon their grievance. In addition, they will be provided full access to and, where feasible, extracts or copies of all relevant regulations and official directives.

Section 8. Failure on the part of management to answer grievances within the time limits prescribed in each step of the grievance procedure shall permit the employee and/or the Union (if representation is used) to refer the case to the next step of the procedure.

Section 9. If an employee resigns, dies, or is separated by any action other than removal before decision is reached on a grievance action being processed under the terms of this Agreement, and no compensation issue is involved, action will be stopped and all interested parties will be notified that because of the separation, the case is being closed without a decision. A copy of this notification will be made a part of the case record and provided to the Union by the Employer.

Section 10. Grievances arising from alleged violations of the Agreement by either party will be reduced to writing and submitted to the Commanding General or Tenant Activity Commander by the President of Local R14-32 if initiated by the Union, or to the President of Local R14-32 by the Commanding General or Tenant Activity Commander if initiated by the Employer. The Commanding General or Tenant Activity Commander or 1-ds or her designated representative (other individuals, if desired) and the President of Local R14-32 accompanied by at least one other Union official will meet as soon as possible, but in all cases, within fifteen calendar days after receipt of the written grievance to discuss the grievance. If the grievance is not settled by this method, either party may invoke the arbitration procedures in this Agreement. Nothing in this section will preclude either party from attempting to settle such grievance informally at a lower level and such efforts are encouraged. A written decision will be rendered within fifteen calendar days of the meeting date. In those instances where the grievance is related to an identifiable employee(s), the grievance shall be submitted in accordance with Section 3.b. of this Article.

Section 11. When several employees have an identical grievance, management will call the affected employees and the appropriate shop steward(s) (if representation is involved) together and request one individual case be selected for processing under this Article. They will be told, if they agree, that the decision on the case selected will be binding on all other identical cases. If an employee refuses to participate in any agreement reached, such refusal shall not affect said employee's right to process a grievance individually. If the test case procedure is agreed to and used, all affected employees will be kept advised on the progress of the pilot grievance. The test

case procedure is not applicable in any situation where individual differences exist or when evaluation of the individual qualifications of the aggrieved employees would be required to decide the issue.

Section 12. If mutually agreeable the Union and the Employer may request the services of a mediator from the Federal Mediation and Conciliation Services (FMCS). The mediator will meet with the parties at the earliest possible date and attempt to resolve the grievance. If this procedure is unsuccessful, the mediator will release the jurisdiction of the case back to the parties. The time periods in the grievance article will be automatically extended for the period of time from the request for mediation to the mediator's release of the case back to the parties.

ARTICLE 27

ARBITRATION

Section 1.

- a. The Union has fifteen administrative workdays after the receipt of the final decision made in step 3 of the grievance procedure to request arbitration of the matter. The grieving party has fifteen administrative workdays after receipt of the decision required by section 10 of Article 26 to request arbitration of the matter. Within ten administrative workdays after receipt by either party of the request for arbitration the Parties will request from the Federal Mediation and Conciliation Service a list of impartial persons to act as arbitrators.
- b. The parties shall meet within ten administrative workdays after the receipt of such list to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, then the Employer representative and the Union representative shall each strike one arbitrator's name from the list and shall then repeat this procedure. The remaining name shall be the duly-selected arbitrator.
- c. Grievances that have been chosen for arbitration, and that are the same or substantially similar, shall be consolidated for arbitration. The arbitrators subsequent decision shall then be binding on each party of consolidated grievances.
- d. The method to be used in arbitrating the grievance or dispute is under the arbitrator's jurisdiction and control, subject to such rules and procedures as the parties may jointly prescribe. He or she is to make his or her own awards, which shall be reasoned, and write his or her own opinions based on the record established. He or she may not delegate this duty and responsibility to others in whole or in part without the knowledge and prior consent of both Parties. The power of the arbitrator may be exercised in the absence of either Party who, after due notice, fails to be present or obtain a postponement. The award of the arbitrator, however, must be supported by evidence. It cannot be based solely upon the default of one of the parties. An arbitration hearing transcript shall not be made unless the parties agree in writing prior to the hearing.

e. The award shall be made not more than thirty days from the date of the closing of the hearing, or the receipt of a transcript and any post-hearing briefs, or if oral hearings have been waived, then from the date of receipt by the arbitrator of the final statements and other evidence, unless otherwise agreed upon by both parties. The date of the award of the arbitration will be the same date as the date the award is mailed.

f. The arbitration hearings will be held during the administrative workday. The aggrieved, not more than two Union representatives, and employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

g. The arbitrator's reasoned award shall be mailed to the Employer, and the Union.

h. The cost of the arbitrator's fees and expenses shall be borne equally by the Employer and the Union provided that the Employer's portion of the expenses, including travel, does not exceed that authorized by applicable regulations. The Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with arbitration proceedings.

i. The Union may request elimination of previously requested arbitration at any time prior to the arbitral hearing. Such a choice is binding upon the Union. In such cases the decision rendered by the deciding official in Step 3 of the negotiated grievance procedure shall be accepted as final unless it has been subsequently modified and the modified decision, which shall be final, has been transmitted to the Union.

Section 2. The arbitrator's award is binding on both parties except that either party may file exceptions to the award with the Federal Labor Relations Authority under regulations prescribed by the Authority and Department of the Army.

Section 3. Arbitration may be invoked only by the union or the Employer. Arbitration will be invoked by the Parties only after all efforts have been exhausted to resolve any dispute.

ARTICLE 28

UNFAIR LABOR PRACTICE PROCEEDINGS

The purpose and policies of the Federal Service

Labor-Management Relations Statute can best be achieved by the cooperative efforts of the Parties to this Agreement. To this end, it is agreed that either party desiring to file a charge alleging an unfair labor practice shall first file an informal charge in writing with the other party at least fifteen calendar days prior to filing a formal charge with the Federal Labor Relations Authority.

ARTICLE 29

WORKER/MANAGEMENT RELATIONSHIPS

Section 1. The Parties shall give their wholehearted support to the principles set forth in current DOD Joint Ethics Regulation and Office of Government Ethics Regulations for civilian and military personnel.

Section 2. Supervisors are expected to treat all employees under their supervision in a fair and equitable manner and to conduct their operations in a manner which will show proper regard for the dignity of their subordinates.

Section 3. Supervisors will not require subordinates to render any service personal to the supervisor not connected with official duties.

Section 4. The responsibility for sound worker- management relationships is not unilateral. The obligation to provide a work environment that is pleasing and conducive to high worker morale has been recognized as evidenced in the foregoing sections. In return, the following reasonable and proper demands are made upon members of the bargaining unit. They will render a full day's work for a full day's pay; perform at a level of efficiency which is commensurate with their aptitude, training, and experience; conduct their public and private affairs according to ethical standards that will reflect favorably upon the public servant as a calling worthy of respect; serve as an example to the world that Federal employees are loyal to the fundamental democratic principles as adopted in the constitution and laws of the United States; maintain an attitude of respect but not subservience toward those vested with management responsibility; and observe the spirit as well as the letter of the laws and regulations promulgated to govern their official conduct.

ARTICLE 30

DUES WITHHOLDING

Section 1. The Employer agrees that employees covered by this Agreement may authorize payment of dues to the Union through payroll withholding. Deductions for individually authorized allotments will become effective the first full pay period after an authorization, properly completed and signed, is received in the Civilian Pay Section Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, will be used by employees to authorize allotments.

Section 2. The Union agrees that it is responsible for:

- a. purchasing and distributing Standard Form 1187 to members of the unit;
- b. certifying the amount of dues to be withheld in a biweekly figure;
- c. notifying the Employer in writing when a member of whom deductions are being made ceases to be a member in good standing; and

d. forwarding completed authorizations through the Directorate of Civilian Personnel to the Civilian Pay Section.

Section 3. The Employer and the Union further agree with the following:

- a. Allotments for payment of dues are entirely voluntary.
- b. Allotments will be discontinued when an employee dies, retires, is separated from the installation, or leaves the bargaining unit as a result of other personnel actions.
- c. Employees may revoke their allotment by completing Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, and submitting it to the appropriate Civilian Payroll Office. Revocation also may be made by other written notification from an employee to the payroll office. Revocations will be effective at the beginning of the first pay period following 1 March.
- d. A change in the amount of an allotment may not be made more than once each twelve months.
- e. Dues withholding will not include initiation fees, special assessments, back dues, fines, or similar items.
- f. Remittance of dues withheld will be made to the Union's secretary-treasurer or by Electronic Fund Transfer (EFT) to a banking institution. The Union will advise the Employer of that Union officer's name and address and/or bank account number so that proper remittance can be made.

ARTICLE 31

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Union agrees that a positive approach to the Equal Employment Opportunity Program is desirable by both Parties and both agree to confer and consult in providing equal opportunity for all persons regardless of race, color, religion, sex, age, national origin, and mental or physical handicap; to eliminate all discrimination whenever it is known to exist; to assure that all personnel programs, policies, and assignments are free of discriminatory practices.

Section 2. The Union agrees not to discriminate against an employee with regard to the terms or conditions of membership because of race, color, religion, sex, age, national origin, and mental or physical handicap.

Section 3. Each Party agrees to seek solutions to any equal employment opportunity problem, of which they are aware, through conferring and consulting.

Section 4. The Employer will insure that in those cases of physical disqualification a reasonable effort will be made to reassign the employee to a position for which he or she is physically

qualified. Adequate time will be allowed for the employee to familiarize himself or herself with the employee's new duties.

Section 5. Employees, who in the course of performing their assigned duties, encounter situations such as sexual harassment, illegal activities, suggestive comments, and the like, will inform their supervisor of the incident as soon as is practical. Where employees reasonably believe they are in imminent risk of death or serious injury, they may leave their worksite as soon as is practical to inform their supervisor of the situation.

ARTICLE 32

PRODUCTIVITY

Section 1. The Employer and the Union recognize that productivity growth is a key to the maintenance of a good competitive position and stability of the work force.

Section 2. It is agreed that more efficient use of labor and resources will result in increased productivity. To this end, the Employer and the Union agree to make every effort to reduce waste, conserve materials, safeguard employee's health, prevent accidents, discourage unplanned absences, and encourage on the job improvement and suggestions for higher efficiency through practical and mutually beneficial means.

Section 3. The Parties are committed to identifying, correcting, and eliminating instances of waste, fraud, and abuse on Fort Leonard Wood. Every individual has a positive duty to assure that government property including equipment, supplies, material, and manpower are used only for official purposes. It is not the prerogative of individual employees to determine that a particular violation of prescribed supply procedures is justified by a particular mission. The Union will publicize annually with the bargaining unit its commitment to identifying, correcting, eliminating, and reporting waste, fraud, and abuse and provide a copy of this publicity to the Employer.

ARTICLE 33

PROBATION

Section 1. Probationary Period. Each individual receiving an initial appointment is required to serve a probationary period of one year consistent with applicable laws and regulations.

Section 2. During the probationary period the employee's conduct and performance in the duties of the position will be observed and he or she may be separated if conditions warrant such actions as indicated below.

- a. An employee may be separated during the probationary period if he or she fails to demonstrate that he or she possesses the skills or character traits for satisfactory performance in the position. Each employee should receive a fair trial period in the position but no definite time limit can be set.

- b. The employer is responsible for determining whether the employee's performance, conduct, or character traits are such as to warrant separation.
- c. The notice of termination will be in writing and include the reasons and the effective date of the action.

ARTICLE 34

INTERNAL SECURITY

The Union recognizes and agrees that the Installation Commander may direct authorized Military Police and CID investigative personnel, while in the performance of assigned duties, to search the persons, vehicles, and possessions of employees upon their entry, during their stay on, or upon leaving the Fort Leonard Wood installation.

ARTICLE 35

TRAINING AND DEVELOPMENT

Section 1. The Employer will, as the need arises, attempt to identify areas of skill in which scarcities exist. Further, the Employer will, to the maximum extent practicable, publicize training opportunities in these areas and inform the employees how to apply for this training for self-development. The Employer further agrees to consider existing employees when training is determined to be necessary for new positions. Selection for such training will be consistent with applicable rules and regulations.

Section 2. Proposed employee training and development policies and procedures to be established within the administrative authority of the Employer will be subject to review and consultation with the Union prior to publication and implementation. When changes in function, organization, and mission are pending, it shall be the responsibility of the Employer to plan for maximum retraining of career status employees involved, whenever possible.

Section 3. The Employer and the Union agree that the training and development of employees within the unit will improve the efficiency and effectiveness of the work force. To effectuate and further this policy, the Employer will develop and maintain, with the counsel of the Union, an aggressive program designed to improve the opportunity for advancement of employees who have not been able to progress significantly beyond the level where they began their Federal employment or those who find themselves in dead end positions. This program will be known as the Upward Mobility Program. The Union will support the Upward Mobility Program so long as the detail and merit promotion procedures are not violated.

Section 4. The Employer will, within budgetary limitations, provide employees with training and development opportunities, which will enable the employees to do their work more effectively. Such opportunities will be based on the best interest of the Employer and in no instance solely for the benefit of the employee.

Section 5. Employees required to attend unit training will be notified forty-eight hours in advance of the training, if possible, as to the time, date, and location of the training. Employees will be provided transportation to and from the training site, if the training site differs from the normal duty site and the employee requests transportation.

ARTICLE 36

USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. The Employer agrees to provide reserved space on appropriate bulletin boards of a minimum of 18 inches by 22 inches, for the posting of Union notices and similar informational material. The Union agrees that literature posted or distributed must not violate any law, the security of the installation, or contain scurrilous or libelous material. In addition, the posting or distribution of material, relating to partisan matters or material which reflects upon the integrity or motives of any individual another employee organization or upon the Federal Government will not be permitted. All costs incident to reproduction and preparation of the Union material shall be borne by the Union. In addition, bulletin boards or parts thereof are furnished for the convenience of the Union which is solely responsible for its material. The Employer does not vouch for the accuracy or authenticity of the Union information, nor does appearance of material on the board constitute endorsement by the Employer. A copy of any notice or information posted by the Union on the installation will be provided to the Labor Relations Officer, upon request.

Section 2. The Employer agrees to provide space for the use of the employee and his or her Union representative that will afford some privacy to prepare a formal grievance or appeal.

Section 3. The Employer agrees to have copies of this agreement printed in booklet form. The Employer agrees to furnish the paper for the initial printing of 500 copies of the agreement and the Union agrees to be responsible for distribution to all bargaining unit members. The Union will furnish the Employer with an information letter, subject to Employer review and concurrence, to be given to new employees.

Section 4. The Employer agrees to cover in orientation classes the major features of the Statute and inform employees of the recognition afforded the National Association of Government Employees, Local R14-32 for the bargaining unit described in Article I of this Agreement.

Section 5. Employees will be allowed to use the U.S. Army Engineer Center and Fort Leonard Wood telephones to make or receive emergency calls, i.e., sudden illness of the employee or the immediate family. In work areas where there are no phones with off post capabilities, the employee shall be allowed to leave the area to go to one. All such phone calls indicated above will be at the employee's expense.

Section 6. The Employer will furnish a phone with local off post capabilities for use by the Union in Building 1650, so long as they occupy this building. This will include two extension phones to be positioned as requested by the Union president. This service will be at no cost to the Union.

Section 7. The Employer will furnish the Union access to all Army Regulations and the OPM regulations and operating manuals. The Employer will furnish a copy of all Fort Leonard Wood Civilian Personnel Regulations. The Employer further agrees to provide a copy of relevant portions of regulations upon a written request from the Union under 5 USC Section 7114(b)(4).

Section 8. The Employer agrees to provide suitable office facilities for exclusive use of NAGE Local R14-32 for maintenance of Union files and as a meeting place for NAGE officials and employees covered by this agreement. It is understood that the use of such facilities could be curtailed in the event future mission requirements dictate and a shortage of office space exists on the installation. Except for provision of suitable offices, space and utilities (heating, electricity, and water), no expense will accrue to the United States Government as a result of this Agreement. It is further agreed that a license to NAGE Local R14-32 to use certain property on Fort Leonard Wood, Missouri, mutually agreed to by both Parties, will be executed prior to occupancy by the Union.

Section 9. The Employer, in coordination with the Union, will make every reasonable attempt within existing facilities to provide suitable eating/break areas for employees. The Employer and the Union shall work jointly in formulating plans for eating/break areas where none presently exist and are required, and to improve existing facilities to include refrigerators for the storage of lunches, soft drinks, etc., when space and electricity are available.

Section 10. Employees will not be held responsible for tools that are not locked up after the shift because the oncoming shift has to utilize the same tools. In addition, a suitable container will be supplied to secure tools and equipment that are signed for by the individual employee.

Section 11. The Employer agrees that the official work time for pay purposes will be recorded on a Time and Attendance Report or equivalent form or electronic report. Mechanical time devices may be used as an adjunct to maintaining work attendance.

Section 12. The Employer agrees to have employees wash and clean vehicles and equipment indoors during inclement weather, when possible, and where adequate facilities are available.

Section 13. The Employer agrees to inform user-drivers of any maintenance or vehicle checks that they need to perform before or after operating a vehicle.

ARTICLE 37

DURATION AND CHANGES

Section 1. The effective date of this Agreement is fifteen days after the date of approval by DOD Field Advisory Service, or the 30th day after the execution of the Agreement by the Parties if the Agreement has been neither approved nor disapproved by that date. This Agreement shall remain in effect for three years from the effective date. The Agreement shall be renewed for an additional three year period on each third anniversary date thereafter, unless between 105 and 60 days prior to any such date, either party gives written notice to the other of its desire to amend or modify the agreement. If such notice is given, this agreement shall remain in full force and effect until the changes have been negotiated and approved. Signatures of the appropriate officials of

the Parties will be affixed to the negotiated agreement within 30 workdays after conclusion of negotiations.

Section 2. The Agreement shall automatically be renewed for three years on the anniversary of the effective date and each three years thereafter unless written notice is given, not less than sixty days and not more than 105 days prior to the anniversary date, by the Party desiring to amend the Agreement to the other Party. In the event notice is given, the Parties shall begin negotiations within thirty days. If negotiations are not completed by the expiration date, or if there is a delay pending decision of an appeal or other administrative matter, this agreement will be automatically extended until a new Agreement is negotiated.

Section 3. The termination of this Agreement, as provided herein, shall not in and of itself serve to terminate the exclusive certifications of the employee organization under the applicable regulations and the Statute.

Section 4. No amendments or modifications to the present contract will be negotiated during the life of the Agreement except as set forth below.

- a. At least sixty but not earlier than ninety calendar days prior to the eighteen month anniversary date from the effective date of this Agreement, written notice of a desire to negotiate will be submitted to the other party. This notice will include a requested date for negotiations no earlier than thirty days from the date of the letter. Within twenty days after receipt of the notice requesting negotiations, the Parties will exchange proposed amendments. No changes other than those proposed by either party within this time frame will be considered. Counter proposals may be submitted at any time before or during such negotiations.
- b. The Parties will then meet at mutually- agreeable times to negotiate.

Section 5. This Agreement is further subject to opening as follows: Amendment(s) may be required because of changes made in applicable laws or government-wide regulations after the effective date of this Agreement. In such event, the Parties will meet for the purpose of negotiating changes that will meet the requirements of such laws. The Employer agrees to notify the Union at least ten calendar days in advance of any such change and to comply with the requirements of this Agreement with regard to any impact and implementation bargaining proposals made by the Union. Such amendments as agreed to will be duly executed by the Parties and become effective on the date of such execution.

Section 6. No amendments or supplements which would change the terminal date of this Agreement as established in Sections I or 2 of this Article will be negotiated.

IN WITNESS WHEREOF the parties here to have entered into this Agreement
on the 23rd day of February 1996