

AGREEMENT  
BETWEEN  
ARMED FORCES EXAMINING  
AND ENTRANCE STATION, CLEVELAND  
AND  
LOCAL 3687  
AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES (AFL-CIO)

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## PREAMBLE

Section 1. This agreement is made and entered into by and between the Armed Forces Examining and Entrance Station (AFEES), Cleveland, Ohio, Department of the Army, hereinafter called the "Employer" and Local 3687 of the American Federation of Government Employees (AFL-CIO), hereinafter referred to as the "Union".

Section 2. It is the intention and purpose of this Agreement to promote and improve Labor Management relations within the provisions of Executive Order 11491, as amended, which provides for amicable discussions and formulation of personnel policies and practices affecting the working conditions, health, and safety of all employees.

## ARTICLE 1

### UNIT DEFINITION

The Employer recognizes the Union as the exclusive representative of all non-supervisory employees of the Armed Forces Examining and Entrance Station, Cleveland, Ohio, except professional employees, employees engaged in Federal personnel work in other than a clerical capacity, management officials, supervisors, and confidential employees.

## ARTICLE 2

### RIGHTS OF THE EMPLOYEES

Section 1. Nothing in the agreement shall require an employee to become or 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 deduction.

Section 2. Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization or to refrain from any such activity.

Section 3. Each employee has the right to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules, and regulation. Unless the subject of the "personal concern" must be considered under the provisions of the negotiated grievance procedure, the employee may utilize any of the other procedures available and may select his/her own representative (if the employee desires a representative). When a grievance is considered under the negotiated procedure, any representative must be approved by the Union, or the employee may represent himself/herself.

Section 4. Each employee has the right to have a representative present at any time that a grievance or complaint is to be discussed with the management official or officials.

Section 5. An employee or group of employees in the bargaining unit may present grievances to the Employer and have them adjusted, without intervention by the Union, as long as the adjustment is not inconsistent with the agreement and the Union has been given the opportunity to be represented during the adjustment process.

## ARTICLE 3

### RIGHTS AND OBLIGATIONS OF THE UNION

Section 1. The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for and to negotiate agreements covering all employees in the unit and is responsible for representing the interests of all unit employees without discrimination and without regard to labor organization membership.

Section 2. The Union is responsible to represent the interest of all unit employees without discrimination and regard to Union membership. The Union will be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices or other matters affecting general working conditions of employees in the unit.

Section 3. It is agreed that all personnel policies, practices and working conditions affecting members of the unit are appropriate subjects on which to meet, confer and make recommended changes. Examples of such appropriate matters will include but are not limited to the following:

- (a) Safety
- (b) Training and employee development
- (c) Labor-management cooperation
- (d) Employee services
- (e) Grievance procedures
- (f) Appeal procedures
- (g) Granting of leave
- (h) Promotion procedures
- (i) Demotion procedures
- (j) Pay administration
- (k) Reduction-in-workforce practices
- (l) Hours of work

Section 4. The Employer will grant Union representatives excused absences for training without charge to leave normally not to exceed 16 hours per calendar year, per individual when such training will be of mutual benefit to both the Union and the Agency. The Union bears the responsibility for providing information and documents to support the request for authorization to attend such meeting, seminar, or conference to management one week in advance of the scheduled program. If this is not readily available, a request to this effect will be made and when presented leave will be adjusted accordingly.

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Section 5. Authorized Union representatives other than employees of the AFEES will contact the Personnel Officer, or other official designated by the Commander, prior to the intended visit to the AFEES, giving the purpose of the visit and the name of the person to be seen, if these visits will be made for the purpose of representing an employee in a grievance or appeal or for such other purposes as are mutually agreed to between the Employer and the Union. The Personnel Officer or the Union Representative will make arrangements for the visit, subject to security and visitor control regulations.

Section 6. Management agrees to assure that sufficient floor area will be provided for a storage cabinet in the immediate work area of a Union official, designated by the Union president. When it is necessary for Union officials to conduct official business in private, an appropriate area will be provided. A reasonable amount of duty time will be granted for such business.

Section 7. Union representatives may attend meeting with the Employer's representative(s) on official time for the purpose of consultation. The amount of time to be used for such meeting and the number of employees attending will be reasonable.

Section 8. Employees may request annual or leave without pay, as appropriate, for the purpose of accomplishing internal Union business. Such leave will be granted, based on applicable laws, regulation, policies, and workload requirements.

Section 9. The Employer will grant authorized Union representatives official time to prepare and present grievances and appeals.

#### ARTICLE 4

#### RIGHTS OF THE EMPLOYER

##### Section 1.

(a) It is agreed that the employer retains the right to exercise the functions and authorities of management, and that these functions are not subject to negotiation.

(b) Management officials of the agency retain the right, in accordance with applicable laws and regulations, to:

(1) direct employees of the agency;

(2) hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees;

(3) relieve employees from duties because of lack of work or 'or other legitimate reasons;

(4) maintain the efficiency of the Government operations entrusted to them;

(5) determine the methods, means, and personnel by which such operations are to be conducted; and

(6) take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

Section 2. The Employer shall not be required to consult or negotiate with the Union with respect to the mission of the Armed Forces Examining and Entrance Station; its budget; organization; the numbers, types, grades of positions or employees assigned to the organizational unit; work project, or tour of duty; the technology of performing its work; or its internal security practices. The exercise of such rights shall be subject to applicable appeal and grievance procedures where prescribed by laws and regulation, and by this agreement.

Section 3. The right to make rules, regulations, and policies are the acknowledged function of the Employer. In making rules, regulations and policies relating to personnel policies, procedures, and practices and matters of working conditions, the Employer shall give due regard and consideration to the rights of the Union and the obligations imposed by the Executive Order including providing, where appropriate, an opportunity to meet and confer.

## ARTICLE 5

### POINTS OF CONTACT

Section 1. Primary responsibility and authority for approval and administration of this agreement rests with the commander and the president of the local or upon their specifically designated representatives.

Section 2. The Employer agrees to recognize the officers of the Union and shall be kept advised in writing by the Union of their names. The officers will consist of the President, Vice-President, Secretary, Treasurer, and Chief Steward.

Section 3. The principal point of contact between the Employer and the Union is the servicing Civilian Personnel Officer, to whom the Employer has delegated full authority for civilian personnel administration. For Labor Management Relations, the Civilian Personnel Officer is the Employer's designated representative.

Section 4. Consultation with the Union will be conducted during regular working hours with reasonable time being granted appropriate Union officers without charge to leave in connection with officially requested and approved meetings with the Employer's officials.

## ARTICLE 6

### MUTUAL RIGHTS AND OBLIGATIONS



Section 1. The Employer and the Union, on behalf of the employees it represents, accept responsibility to abide by the provisions set forth in this Agreement for negotiations and for the settlement of all issues and disputes. The parties will not change the conditions set forth in the Agreement except by the methods provided herein.

Section 2. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by 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.

Section 3. Provisions of this article will not limit an employee's right to express dissatisfaction concerning procedures employed by management in the exercise of their rights. It is also understood that the exercise of such rights shall be subject to appeal and grievance procedures where applicable, as prescribed in laws, regulations, and policies, and the negotiated grievance procedure.

## ARTICLE 7

### MATTERS APPROPRIATE FOR DISCUSSION AND NEGOTIATION

Section 1. Subjects appropriate for discussion and/or negotiation must be within the administrative discretion and authority of the station commander and permissible by applicable laws and regulations, executive orders and civil service commission regulation. Generally, discussions and/or negotiations will take place in such areas of employee concern as in the formulation and the implementation of policies and procedures regarding assigning employees to overtime; work environment; supervisory employee relations; grievance procedures; promotion procedures; labor organization- management endeavors; use of station facilities and other matters consistent with merit system principles.

Section 2. Discussion between the Employer and the Union shall be conducted by authorized officials of the parties. Initial discussion on changes that affect employees in a given work area or department will be conducted between a designated union representative, appropriate steward and the management official with authority to make the change. The Union may have two representatives present at all such sessions. Meeting shall be on duty time for all parties involved, if otherwise on duty.

Section 3. The commander will, on a periodic basis, meet formally with the Union to discuss matters of legitimate concern to both parties. These meetings will be at least quarterly or upon the request of either party. An agenda of the items which the Union/Employer wishes to discuss will be exchanged 5 working days prior to the meeting. Within 10 workdays of receiving /initiating the request, the Employer will notify the Union of the date, place and time of the meeting.

## ARTICLE 8

### UNION REPRESENTATION

Section 1. Internal Union business shall not be conducted on official Examining and Entrance Station time. This includes such activities as collection of membership dues, solicitation of membership, circulation of petitions, meetings, etc. These are, however, permissible provided they do not interfere with AFEES operation and are not conducted during the official working hours of the employees concerned. Official working hours include rest periods but do not include luncheon periods. Union representatives may attend meetings on official time when such meetings are requested by either party and agreed to by both parties for the purpose of consultation. The amount of time given to such meeting and the number of Union representatives in attendance shall be reasonable as determined by the Union and the Employer.

Section 2. The Employer recognizes the need and grants the Union the privilege of designating stewards from among employees in the unit. It is agreed that the Union in appointing such stewards does so for the express purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest possible level of organization. The total number of stewards shall not exceed the ratio of one per ten employees in the unit, or fraction thereof, plus one Chief Steward, and alternates.

Section 3. The Union President will furnish the names of all stewards and their alternates in writing to the Personnel Officer and keep the designations on a current basis.

Section 4. The following functions are understood to constitute the functions of any steward so designated:

- (a) He may make on the scene investigation of grievances and present such grievances to supervisory personnel.
- (b) He may assist the aggrieved employee in the written presentation of grievances.
- (c) He may meet with management when designated as a Union representative.
- (d) He may perform other duties as designated by the Union President.

Section 5. All stewards will carry out their functions in accordance with the following standards of conduct:

- (a) Before attempting to act on any employee grievance, the steward will encourage the employee to discuss the matter with the appropriate supervisor and attempt to resolve his own problem.
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(b) Meetings with supervisory personnel will be held in surroundings which are private, and will be conducted in a quiet and dignified manner. In no case will any such business be conducted in full view of other employees, or the general public.

Section 6. With his supervisor's permission, a steward may leave his work area to bring about prompt disposition of a grievance or complaint without loss of pay or charge to leave. Unless there are compelling reasons to the contrary, the supervisor will grant the steward's request at the time it is made. The steward will inform the supervisor where he will be and approximately when he will return. After an approved mission, he will report to his supervisor what time he returned to work. Stewards will be granted necessary time to carry out authorized steward duties.

Section 7. A steward desiring to discuss a work-related matter with an employee shall also obtain permission from the employee's supervisor before interrupting the employee's work. The supervisor's permission will be granted, provided the employee's duties can be reasonably interrupted. Where privacy is not a problem, the employee and representative/steward will discuss the problems in the immediate work area of either. When privacy must be assured, and the work area is not suitable, the supervisor will, where practicable, allow the representative/steward to leave the immediate work area for discussion. The Union is responsible for assuring that this privilege is not abused.

Section 8. Alternate steward functions and responsibilities will be the same as described for a steward except that he may only serve during leave or days off of the steward.

Section 9. The representative/steward is to be regarded, while performing representational duties, as the direct Union counterpart to the highest management official involved in the meeting.

## ARTICLE 9

### INFORMATION, PUBLICITY, DISTRIBUTION OF THE AGREEMENT

#### SECTION 1. Information:

(a) The Employer will furnish, annually, a current list of the employees in the bargaining unit, showing the following information for each:

- (1) Name
- (2) Title, series, code, and grade/step and
- (3) Organizational location

(b) The Union will furnish, annually, a current list of the local's officers and representatives (stewards) showing the following information for each:

(1) Name

(2) Position

Section 2. Publicity: the Union shall be provided with a space measuring 2 x 2 feet on each of the activity's general bulletin boards. While the Union may use this space for any material it chooses, the posting of scurrilous or libelous material will result in revocation of the bulletin board privilege.

Section 3. Distribution of Agreement: the AFEES shall provide a copy of this agreement to each employee in the Unit and each new employee hired for a Unit position. The Union shall be provided twenty copies for its purposes. The AFEES will bear the cost of printing the agreement.

## ARTICLE 10

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Union and the Employer jointly support policies which provide equal employment opportunity for all, without regard to race, color, creed, age, handicap, national origin, or sex. The Union and the Employer will use their combined efforts in such a way as to make equal employment opportunity for all an effective reality.

Section 2. Any employee who feels he has a complaint of discrimination covered by this Article will be entitled to representation in presenting and pursuing his complaint.

Section 3. The Union will be allowed a representative to serve on the EEO Committee to help promote the EEO Program. The choice of Union representative will be made by the Commander from a listing of at least three (3) names to be furnished by the Union.

## ARTICLE 11

### MERIT PROMOTIONS

Section 1. To the maximum extent possible, employment will be accomplished with in a planned program which utilizes the knowledge, skills, and abilities of AFEES employees. However, concurrent consideration may be given to filling positions with the best qualified available persons from outside sources when it would be in the best interest of the Employer.

Section 2. Vacant positions, especially those which offer promotional opportunities under the plan, normally will be filled by the selection of AFEES employees. The desirability of providing maximum opportunities for the career advancement of AFEES employees is recognized.

Section 3. Within budget limitations, training resources, and the number of target positions available, developmental opportunities will be provided for those interested employees who possess the requisite potential. Candidates will be selected according to merit promotion requirements.

Section 4. All employees who apply for vacancies announced under the promotion plan will be informed as to the status of their applications. Employees whose names are certified to the selecting official as one of the best qualified candidates will be given the opportunity to be interviewed as part of the selection process.

Section 5. At their request, employees will be provided a copy of the supervisory appraisals of past performance which have been used in considering them for positions announced under the promotion program. Employees who so request will be counseled by their supervisors as to the personal attributes, traits and abilities they need to develop to improve their opportunity for promotion.

Section 6. Vacancy announcements will be advertised on bulletin boards for a period of at least 10 calendar days prior to closing date to give employees an opportunity to apply for the job. Announcement will provide a summary statement of any special knowledge, skills, and abilities determined essential for effective job performance and for identifying the best qualified candidates.

Section 7. The Union President shall be provided with a copy of Vacancy Announcements within the range of those areas serviced by our Civilian Personnel Headquarters.

Section 8. An employee's accumulation of earned annual leave or sick leave will not be a factor in rating for promotion.

Section 9. Grievances arising out of the application of the provisions of this Article shall be processed in accordance with applicable Civil Service Commission regulation and the negotiated grievance procedure.

## ARTICLE 12

### TEMPORARY ASSIGNMENTS (DETAILS)

Section 1. An employee may be temporarily assigned (detailed) from his assigned position to another position or work of another type or level. Any detail in excess of 30 days must be documented in the employee's personnel folder. Details in excess of 120 days must have Civil Service Commission approval. Experience acquired in the position to which the employee is detailed will be used in evaluating qualifications of applicants for promotions and reassignments. If a detail to a higher grade position for over 45 days will provide experience and/or training which will enhance an employee's chance for promotion, the detail shall be made in accordance with the Merit Promotion Program.

Section 2. Repetitious temporary assignments of a different type or level of more than 5 days but less than 30 days duration may be reported to Civilian Personnel Department in writing by the employee for inclusion in his/her personnel file to reflect this experience. Details to undesirable positions and/or lower grades will be done on a rotation basis, and may not be used as any form of reprisal or for disciplinary actions.

Section 3. Any employee for whom a known detail to a position or job at a higher grade level is planned which will exceed 60 days shall be temporarily promoted to that position. Competitive promotion procedures will be used for temporary promotions of 120 days or more.

## ARTICLE 13

### REDUCTION IN FORCE

Section 1. The Employer will notify the Union when a reduction in force is imminent in the Unit and will meet with the Union in its implementation. Such meetings will occur as soon as possible prior to the issuance of the written notices to the employees. Any employee has the right to appeal when he believes that the reduction in force instructions have been applied incorrectly. In the event of a reduction in force, the Employer agrees to fully explain to the Union the competitive levels to be affected and the justifications therefore.

Section 2. In the event of a reduction in force, existing vacancies will be utilized to the maximum extent feasible to place employees in continuing positions who otherwise would be separated from the service. Any career or career-conditional employee who is separated because of reduction in force will be placed on the Reemployment Priority List in accordance with applicable rules and regulations.

Section 3. When an employee separated because of reduction in force action is offered and accepts a temporary appointment, he shall not lose his right to be offered permanent employment.

Section 4. The Employer agrees to notify the Union of any contracting out actions which will displace any career employee of the Unit.

## ARTICLE 14

### JOB CLASSIFICATION

Section 1. When an employee feels that his position is incorrectly classified, he shall be furnished information on the appeal rights and procedures set forth in applicable regulations. He may elect to be represented by a Union representative in discussing the matter with management or presenting an appeal.

Section 2. The Union shall be notified when a group classification action is to be taken.

Section 3. Filing a classification appeal does not deprive the employee of his right to appeal any related action through appeal or arbitration procedures.

Section 4. Employees will be assigned to work which is appropriate to their job descriptions taking into account the mission of the Employer. Employees will be furnished a copy of their job descriptions initially and as changes are made.

Section 5. The phrase "other duties as assigned" in a position description normally means related duties.

Section 6. The Employer shall notify the Union when new or revised position classification standards and directives affecting the classification of employees in the Unit are received. Additional information concerning such revisions shall be furnished the President of the Union upon request.

## ARTICLE 15

### TRAINING AND DEVELOPMENT

Section 1. Employees at all levels are encouraged to participate in self development activities in many facilities in the area. Records of completion of such activities furnished to the Personnel Office, will be made a part of the employee's Official Personnel Folder in accordance with Federal Personnel Manual Chapter 293. Such pertinent records will be weighed as a merit consideration under the Merit Promotion Plan.

Section 2. When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of employees involved. Use will be made of the authority to waive qualifications requirements and to enter into training agreements with the Civil Service Commission in order to place employees in lines of work where their services can be utilized.

Section 3. Supervisors will identify those situations in the specific work environment that training can aid in achieving objectives and goals of the Employer. Available training programs will be discussed with the employees who would normally be eligible for such training.

Section 4. The Employer agrees, if possible to give at least 30 days advance notice to the Union in regard to the installation of any new equipment, machinery or process which would result in changes in work assignment or require additional training.

## ARTICLE 16

### CROSS TRAINING

Any cross training for the purpose of assuring continuing efficient operations, will be done on the basis of a pre-planned, pre-published schedule, which will be incorporated into a systematic training plan and will include all employees wherever practicable. Cross training details in excess of 30 days will be documented in the employee's personnel folder.

## ARTICLE 17

### PERFORMANCE EVALUATION

Section 1. Performance evaluation is the appraisal of an employee's performance measured against the requirements of his position. Proper performance requirements will be established for each position in writing and discussed with the employee at the time he begins his job assignment. Each employee will be furnished with a copy of his performance requirements.

Section 2. Employee work performance will be formally discussed semiannually. Cumulative performance data maintained by the supervisor will be used in evaluating the employee's performance.

Section 3. The employee's immediate supervisor has the primary responsibility for evaluating and conducting the discussion of employee's performance. Higher level supervisors will not be present in the discussion unless the employee has been given the opportunity to have a union representative present. Management will be responsible for seeing that supervisors are trained in the techniques and procedures necessary for an effective performance evaluation program.

Section 4. The employee will be given the opportunity to add his comments to the record if he disagrees with the supervisor's evaluation of performance. The employee will sign and date this record. The employee will be furnished with a copy of the supervisor's evaluation report. This will be done at the time of the evaluation interview.

## ARTICLE 18

### HEALTH AND SAFETY

Section 1. The Employer will provide a safe and healthful workplace for all employees and will comply with applicable Federal regulations relating to the safety and health of employees. All employees are responsible for prompt reporting of observed unsafe conditions.

Section 2. An employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent to the operation in question shall have the right to file a grievance under the Negotiated Grievance Procedure.



Section 3. The Employer hereby agrees to provide Emergency First Aid Kits at times to take care of employees in case of accident or illness.

Section 4. Except in emergencies, no employee, other than qualified maintenance personnel, shall be required to perform repair work on or about moving or operating machines while in motion or in operation, nor shall any employee be required to work in areas where unsafe conditions have not been removed or remedied. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in motion or operation.

Section 5. Protective devices, when required, shall be furnished by the Employer and must be used by the employees.

Section 6. The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all sections. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing and other foreign material are kept away from the fire extinguishers.

## ARTICLE 19

### UNION HEALTH PLAN

The Employer agrees to furnish the AFGE Health Plan brochure to all employees in their induction sessions. Copies shall be distributed to all employees during the open season for health plan enrollment. The Union agrees to furnish the Employer with all required copies of the AFGE Plan brochure.

## ARTICLE 20

### DISTRIBUTION OF PAY CHECKS

Section 1. The Employer shall insure that employee pay checks and pay slips are distributed by personnel from the Civilian Personnel or Administration Headquarters Office only. Supervisors shall not be designated to pass out pay checks or pay slips. Non work-related pay information shall be considered as confidential information.

Section 2. Pay checks or pay slips shall not be left on the employee's desk if he or she is absent from his desk for any reason, even if he is expected back shortly.

Section 3. The Employer shall not post or publish both Grade and Step of an employee on bulletin boards or wall charts. Employee Grade alone may be posted.

## ARTICLE 21

### VOLUNTARY PAYROLL WITHHOLDING OF LABOR ORGANIZATION DUES

Section 1. The Union unit employee, who is authorized an allotment of:

(a) The employee (b) The employee allotment; and

(c) The employee allotment after other and the Employer agree that any eligible bargaining a member in good standing of the Union, may authorize pay for the payment of dues for membership, provided: remains in the bargaining unit; has submitted a voluntary written request for the receives each pay period sufficient net to cover the legal and required deductions have been made.

Section 2. The Union agrees that it will be responsible during the non-work time of the employees involved for procuring Standard Forms (SFs) 1187, the allotment form; distributing the form to its members; certifying as to the amount of dues; and informing and educating its members on the program for allotments for payments of dues.

Section 3. A designated officer of the union will receive the form from any member requesting the allotment. After review to assure authenticity, the form will be sent to the Civilian Personnel Office to assure eligibility of the employee to participate. If eligible, the form will be sent to the Finance and Accounting Office for initiation of the allotment. The allotment will commence in the pay period after that in which the Finance Officer receives the form, and will continue until the allotment is terminated.

Section 4. A service fee of 2 cents will be deducted per member per pay period from the total allotment to pay for the administrative expense of collecting the allotment. The balance of the bi-weekly dues will be forwarded to the union as a single lump sum.

Section 5. An employee may at any time submit a revocation of his allotment. Such a revocation would become effective at the beginning of the first pay period following 1 March or 1 September, depending upon the date of receipt of the notification at the Finance and Accounting Office. The request should be made on a Standard Form 1188; however, the employee's written request, even without the form, will be accepted. Upon any receipt of such revocation, both the Union and Employer agree to forward the request to the Finance and Accounting Office within 5 work days of receiving it.

Section 6. The Union will notify the Employer within five work days when an employee ceases to be a member in good standing. The Employer will then instruct the Finance and Accounting Office to cease the allotment from that employee's salary at the beginning of the next pay period.

Section 7. This article will be extended for one year upon the expiration of this agreement to allow for re-negotiation of the agreement.

ARTICLE 22

HOURS OF DUTY

Section 1. The basic workweek will consist of five 8 hour days which will normally be Monday through Friday and the two days outside the basic workweek will be consecutive.

Section 2. A workday shall normally consist of eight consecutive hours except for lunch periods. Each employee must be advised of his workweek schedule and any changes thereto at least two weeks in advance unless there are emergency conditions which preclude this much advance notice. Tours of Duty will not be established or modified solely to avoid the need for the payment of holiday, premium, or overtime pay. When the Commander determines that, due to mission or changed workload requirements, a schedule change may be necessary to effectively and efficiently accomplish the examining and entrance function, the problem and the proposed schedule will be discussed with the Union. The views expressed by the Union will be considered by the Commander prior to the issuance of any notice of a schedule change. Any such schedule will remain in force for at least four weeks.

Section 3. The AFEES will provide a reasonable amount of time for employees to clean up prior to the lunch period and at the end of the work day. Such periods will be considered as time worked.

## ARTICLE 23

### OVERTIME

Section 1. Overtime assignment will be offered and rotated equitably among qualified employees in accordance with their particular skills. Supervisors shall not assign overtime work to employees as a reward or penalty.

Section 2. In the assignment of overtime, the Employer agrees to provide the employees with reasonable advance notice. Two days advance notification will normally be given preceding the day the overtime is required.

Section 3. Employees in training or on details shall be considered for overtime in their sections.

Section 4. Overtime shall not be required except-in an emergency or when official requirements must be met. Employees may be excused from extended periods of overtime due to physical condition, health, or safety when full requirements are met by other employees willing to work.

Section 5. Employees who work overtime shall be allowed a 15-minute paid break for each four (4) hour period worked.

Section 6. Employees called in to work outside of and unconnected with their basic workweek shall be paid a minimum of two hours pay, regardless whether the employee is required to work the entire two hours. Any employee called in to

work under these conditions shall be promptly excused as soon as all emergency work is completed.

Section 7. Compensatory time, at the option of the employee involved, for General Schedule employees in lieu of pay will be authorized to conform with present regulations pertaining to overtime work, which is work officially ordered or approved and in excess of 8 hours in a day but not over 40 hours in a week.

Section 8. Whenever the workload requires overtime work, the employer will attempt to insure that sufficient workers are assigned to complete the overtime work requirements.

## ARTICLE 24

### ANNUAL LEAVE

Section 1. Employees will accrue annual leave in accordance with regulations. Approval of requests for annual leave are granted subject to the needs of the Employer when requests are submitted with reasonable advance notice. Annual leave will be granted for problems of an unforeseen nature as circumstances warrant.

Section 2. Consistent with workload, efforts will be made to satisfy the desire of employees with respect to the approval of extended annual leave. When there is a conflict between employees as to the granting of leave at a specific time, seniority at the AFEES will be a determining factor.

Section 3. An employee will not be required to take annual leave against his or her wishes, except in extreme emergency conditions.

Section 4. A leave schedule will be established by Management at the outset of calendar year for planning use of annual leave during the ensuing leave year. Employees will be notified at least thirty 30 days prior to the planned leave period as to whether or not their leave plan has been approved. Only under extreme circumstances will an employee be asked to reschedule his leave where definite leave plans have been made.

Section 5. The Employer shall not post or publish individual annual leave records.

## ARTICLE 25

### SICK LEAVE

Section 1. Employees will accrue leave in accordance with regulations. Employees are responsible for requesting sick leave and notifying their supervisors when they are unable to report for work because of illness. Whenever possible such illness should be reported within the first two hours of the scheduled workday. Employees will not routinely be required to reveal the nature of his or her illness as a condition of approval of leave.

Section 2. A medical certificate will not be required to substantiate requests of approval of sick leave for three days or less unless the employee has been warned in writing about an excessive use of sick leave. The employee will not receive a written warning unless he has first been verbally counseled by his supervisor, except in the case of a flagrant violation. When application form SF 71 is to be submitted for all periods reported as sick leave, the requirements will be reviewed every six months by the leave approving official to determine if a continuation of this requirement is necessary.

Section 3. The Employer shall not post or publish individual sick leave records.

Section 4. Career and career-conditional employees may be advanced sick leave (up to 30 days) in cases of serious illness or disability, in accordance with applicable regulations.

Section 5. When sickness occurs during a period of annual leave the period of illness may be changed to sick leave and the charge to annual leave reduced. The employee will notify the Employer within two days of the onset of the illness.

Section 6. Treatment for job-related injuries shall be charged to leave in accordance with the Federal Personnel Manual.

Section 7. When an employee becomes seriously ill during duty hours, the Employer will assure emergency medical care.

## ARTICLE 26

### FUNERAL LEAVE

Section 1. The Employer agrees to grant up to three days funeral leave to employees to make arrangements for or to attend the funeral or memorial service for an immediate relative who died as a result of a wound, disease, or injury incurred while serving as a member of the armed forces in a combat zone. Immediate relatives of the deceased include: parents, spouse, parents of the spouse, children and their spouses, and any other individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

Section 2. Employees who receive the news of the death of an immediate relative shall be excused immediately by the supervisor and not required to fill out leave forms before departure.

## ARTICLE 27

### VOTING

Section 1. The Employer and the Union agree that the exercise of the employee's right to register and vote should be encouraged.

Section 2. The employee is expected to register during nonduty hours. If the employee cannot register during nonduty hours, a reasonable amount of official time will be permitted for this purpose.

Section 3. Permission for voting leave may be granted for all elections in the employee's residential area. When the polls are not open at least three hours either before or after an employee's regular tour of duty, he may be granted an amount of excused leave which will permit him to report for work three hours after the polls open, or leave work three hours before the polls close, whichever time off results in the lesser amount. Additional time up to eight hours may be granted an employee if a need for the time is shown and a request is made to the supervisor in advance of the Election Day.

## ARTICLE 28

### INCLEMENT WEATHER

Section 1. When severe weather conditions occur prior to the beginning of the workday:

(a) If an employee finds it impossible to safely and reasonably reach work, but no general emergency requiring road closings and suspension of public transportation has been announced, the employee's absence will be recorded as annual leave.

(b) When a general area wide emergency, requiring road closings and suspension of public transportation, has been announced, the absences will be recorded as excused for the duration of the emergency.

(c) The above provisions do not relieve any employee of the responsibility to contact the agency, as early as possible, to request approval for his/her absence.

Section 2. When severe weather conditions occur after the beginning of the workday, the Commander will determine whether to close the activity.

(a) If the activity is to be closed, the employees will be released as quickly as possible after the decision is made. Their absence will then be recorded as excused.

(b) When the Commander determines that closing the station is not warranted, the decision will be discussed with the Union. Unless precluded by an emergency workload, a liberal annual leave policy will be placed in effect.

## ARTICLE 29

### EMPLOYEE DEBTS

Section 1. No personnel shall be assigned to perform the work of a collection agency for debts allegedly due by an employee to a private individual or firm.

Section 2. It is recognized that all employees are expected to pay promptly all just financial obligations. A just obligation is one which the employee acknowledges as being just or which has been reduced to a judgement by court means. In the event of a dispute between employee and a private individual or firm, the AFEES will take no action until the dispute has been resolved.

Section 3. Letters of indebtedness discussions shall be conducted in a confidential manner and the matters discussed restricted to the employee involved, the Commander or his designee, and the Civilian Personnel Department.

## ARTICLE 30

### ADVERSE AND DISCIPLINARY ACTION

Section 1. It is agreed that employees are subject to disciplinary action by responsible management officials for just and sufficient cause as prescribed by laws and regulations.

Section 2. Before initiating formal disciplinary action, the supervisor will first discuss the action to be taken with the employee. The employee will be advised that he may have a union representative present during the discussion. The supervisor will then consider any facts presented by the employee and his representative prior to taking any action.

Section 3. Any letter of decision on disciplinary action to be taken against an employee will notify him of his right of representation in appealing the action.

Section 4. Adverse personnel action(s) based on performance deficiencies will not be taken against any employee who has passed his probationary period except after said employee shall have been warned in writing, at least 90 days immediately prior to such action. Such warning notices will be explicit as to corrections necessary in the employee's work performance. Copies of such notices will be given to the Union at the request of the employee.

Section 5. All adverse and disciplinary action discussion shall be coed in a confidential manner and the matters discussed restricted to the employee involved, the Commander or his designee, and the Civilian Personnel Department.

## ARTICLE 31

### GRIEVANCE PROCEDURE

Section 1. This procedure is the sole procedure for processing grievances over the interpretation or application of this agreement. It may not be used for matters for which statutory appeals procedures exist.

Section 2. The only representative an employee may have while processing a grievance under this procedure is the Union or a representative approved by them.

An employee may pursue a grievance under this procedure without representation, but the Union will be present at each step where an "adjustment" (any action that results in a resolution of the grievance - this may be an affirmative action or a rejection of the relief requested) is made.

Section 3. Official Time: a reasonable amount of duty time will be provided for grievant(s) and/or representatives to present grievances to management officials. Every effort will be made to resolve grievances at the lowest possible level.

Section 4. Time Limits: any time limits in this Article may be extended by mutual agreement. In the event of the respondent's absence at the time of filing (at any step) the response time will not begin until his/her return.

Section 5. Procedural Steps:

Step 1:

(a) Filing time limit: Fifteen days occurrence or at any time for long standing problems.

(b) Response time limit: Three work days.

The grievance will be taken up orally by the aggrieved (and/or representative) with first line supervisor in a prearranged meeting. If the discussion does not suffice to resolve the problem, the supervisor will issue a decision by memorandum for record (with a copy to the grievant).

Step 2:

(a) Filing time limit: Five work days after receiving Step 1 decision.

(b) Response time limit: Five work days after receiving Step 2 grievance.

The aggrieved (representative) will deliver a written grievance to the adjutant. The grievance will state specifically the issues involved; the contract articles alleged to be violated, misinterpreted, or misapplied; and the corrective or remedial action required to resolve the complaint. The adjutant will review the grievance and issue a decision in the form of a letter to the grievant (representative). A copy will be furnished to the Commander.

Step 3:

(a) Filing time limit: Ten work days after receiving the Step 2 decision either the grievant (representative) or the Commander may initiate Step 3.



(b) Response time limit: Ten work days after receiving the Step 3 grievance.

The grievance will be submitted in letter form to the servicing Civilian Personnel Officer, who will review and investigate the case. The servicing Civilian Personnel Officer will make a recommendation to the commander, who will issue a decision.

Step 4:

If the grievance is not satisfactorily settled by the end of the third step, the union or the employer may invoke arbitration in accordance with ARTICLE 32 (Arbitration Procedures).

Section 6. Employer Union Grievance Procedures:

Step 1. A concerted informal effort will be made to resolve disputes which arise from grievable matters described in this agreement.

Step 2. If this effort fails a letter (similar to that in Step 3 (a) above will be submitted as follows :

(a) To the Commander (through the Civilian Personnel Officer) if initiated by the Union.

(b) To the local president if initiated by the Employer.

Step 3. Within 10 work days of the receipt of such a letter, the parties will meet to discuss the situation and within 10 work days after that meeting the respondent will issue a written decision.

Step 4. If the dispute is not settled by this method, either party may invoke arbitration in accordance with Article 32 (Arbitration Procedures).

Section 7. Failure of the respondent to meet the prescribed or agreed time limits will result in the grievant proceeding to the next higher step in the procedure. Failure of the grievant to meet the time limits (prescribed or agreed to) will constitute withdrawal of the grievance.

Section 8. At each step of the grievance/arbitration procedure, the Union and the Employer may call a reasonable number of employee witnesses who, if they are otherwise in a pay status, shall suffer no loss of pay for such services.

ARTICLE 32

## ARBITRATION PROCEDURES

Section 1. Arbitration may be invoked only by the Employer or the Union. Any such action must be initiated within 15 workdays of the final decision under the grievance procedure. The party initiating the request is hereafter called the plaintiff and the other party is referred to as the respondent.

Section 2. Within five work days after receiving the request for such action, the respondent will meet with the plaintiff to select an arbitrator. If a mutually acceptable person cannot be selected, the parties will jointly draft a request to the Federal Mediation and Conciliation Service (FMCS) for a list of five arbitrators. Upon receipt of the list, the parties will again meet. If a selection cannot be made, the plaintiff will strike a name from the list, as will the respondent. This process will be repeated, and the remaining name will be the duly selected arbitrator.

Section 3. The arbitrator's fee, and the expenses of arbitration, if any, including but not limited to stenographic assistance, cost of the transcript, and cost of the arbitrator's travel expenses and per diem, shall be borne equally by the parties. The expense of official time for any outside witnesses shall be borne by the party calling the witness. Any arbitration hearing will be held, if practicable, on the Employer's premises and during the administrative work week of those involved. When the travel and per diem of the arbitrator are paid by the Employer, they may not exceed the rates allowed for Federal Employees.

Section 4. The arbitrator will be requested to render his/her decision as quickly as possible, but no later than 30 calendar days after conclusion of the hearing.

Section 5. The decision is binding on both parties; however, either may file exceptions to the decision with the Federal Labor Relations Council (FLRC) under regulations prescribed by the FLRC. When an exception is filed, the arbitrator's decision is stayed pending the FLRC decision. Any question over application of the decision shall be referred to the arbitrator for clarification.

Section 6. The arbitrator has no power to add to, subtract from, disregard, or modify any of the terms of this agreement. Arbitration shall extend only to interpretation and application of the agreement.

Section 7. The plaintiff may at any time withdraw the case from arbitration. Failure of the plaintiff to meet the prescribed time limits shall constitute withdrawal of the case from arbitration. Such withdrawals are binding on all the parties.

## ARTICLE 33

### PAST PRACTICE

Subject to laws and regulation all negotiable past practices not covered by this agreement shall remain in full force and effect until changed by agreement of both parties.

## ARTICLE 34

### DURATION OF AGREEMENT

Section 1. This agreement shall remain in force for two years from the date of approval and shall be automatically renewable every two years thereafter with each two year period becoming a new duration period with a new effective date, unless either party gives written notice at least 60 days but not more than 90 days, in advance of the date of agreement to terminate at the end of each current term. Except as noted in Section 4, below, the AFEES may not terminate this agreement without approval of Department of the Army, Civilian Manpower Management.

Section 2. This agreement may be reopened at the end of one year for the purpose of negotiating new Articles not previously negotiated. The party requesting the reopening must submit a proposed agenda to the other in writing not less than 30 days prior to the end of one year after the effective date of this Agreement.

Section 3. The Federal Mediation and Conciliation Service will be notified by the party making request to amend, modify, or terminate the agreement in accordance with the rules of this Service.

Section 4. This Agreement and any amendments shall terminate if under the provisions of the existing Executive Order and amendments thereto, AFGE Local 3687 is no longer entitled to exclusive recognition. Termination of this agreement will not in and of itself, terminate the recognition granted AFGE Local 3687.

Section 5. After approval by the Commander, this agreement shall be subject to review by the major command for legal, regulatory, and negotiability compliance. This review will be completed within 45 days from the date of the agreement's execution (Section 1). Should the review reveal any violations, that specific portion of the agreement shall become null and void retroactively to the date of approval. The employer will notify the Union of the violations and the two parties will take whatever appropriate corrective action they may agree upon.

Section 6. Where changes in laws and regulations are made that would have an impact on the employees in the bargaining unit and would necessitate re-negotiations or amendments of articles in this agreement, the agreement may be opened, by mutual consent for the purpose of making these changes.

Section 7. Should either party desire to amend, re-negotiate, or extend this agreement, written notice to that effect will be provided to the other party no earlier than 90 days nor later than 60 days prior to the expiration date of this agreement.

If this agreement expires prior to completion of such negotiations, it will automatically be extended for a period of one year, or until approval of a new agreement whichever is earlier.

IN WITNESS WHEREOF the Parties have entered into this Agreement on this SIXTH day of JULY 1977.