

PREAMBLE

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

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

WHEREAS, the participation of employees shall be improved through the maintenance of constructive and cooperative relations between labor organizations and management officials; and

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

NOW THEREFORE, this agreement is made and entered into by and between the parties described in ARTICLE I of this agreement.

ARTICLE I

PARTIES TO THE AGREEMENT

This agreement is made and entered into in good faith in full accordance with the spirit and intent of Public Law 95-454, the Civil Services Reform Act of 1978, by and between the Commanding General, US Army Military District of Washington, Fort Lesley J. McNair and the Ft. Myer Commissary, Northeast Field Office, Troop Support Agency hereinafter referred to as the "EMPLOYER" AND Local 2, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE II

BARGAINING UNIT

The Unit to which this agreement applies is composed of all the nonprofessional General Schedule employees of Ft. Myer, Virginia, who are employed either by the Military District of Washington or by the Troop Support Agency. Excluded are all professional General Schedule employees, supervisors, management officials, guards, confidential employees, commissary meat cutters, Wage-Grade employees, fire fighters and persons engaged in Federal Personnel work in other than a purely clerical capacity.

ARTICLE III

RESPONSIBILITIES AND RIGHTS OF THE UNION

Section 1. It is agreed and understood that matters appropriate for negotiation between the UNION and the EMPLOYER are policies, programs and procedures relating to working conditions and personnel policies and practices affecting employees in the unit.

Section 2. The EMPLOYER agrees to meet and confer with the UNION with respect to new or proposed changes to personnel policies and practices which affect the working conditions of employees in the unit. The UNION, upon request shall be given adequate briefing regarding which new or proposed changes and given a reasonable amount of time in which to make response.

Section 3. The UNION shall be given the opportunity to be represented at any formal discussion between one or more representatives of the employer and one or more employees or their representatives concerning any grievance, personnel policy and practice or any other matter affecting the general working conditions of employees in the unit. The UNION shall also be given the opportunity to be represented at any examination of an employee by the EMPLOYER in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action and if the employee requests representation.

Section 4. The EMPLOYER shall in no way restrain, interfere with, coerce or discriminate against designated representatives of the UNION in the responsible exercise of their right to serve as representatives for the purpose of collective bargaining, handling of grievances and appeals, or acting in accordance with applicable regulations and this agreement on behalf of an employee or group of employees within the bargaining unit.

Section 5. Union Representatives and Stewards are authorized a reasonable amount of time to perform and discharge the duties and responsibilities which may be properly assigned to them in accordance with this Agreement, and any modifications, supplements or amendments to the same. UNION representatives may leave their work area to handle complaints after receiving permission from their supervisor or, in his absence, the next higher authority. Union representatives shall be cognizant of their responsibilities to report to appropriate Union and Management Officials, potential problems that they may become aware of in the performance of their steward duties.

Section 6. Before a UNION representative enters a work area to meet with a grievant or other employees in carrying out his representational function, he will request permission from the appropriate supervisor, identifying his time of arrival, to whom he desires to speak, general subject matter, and approximate time required. In emergency work situations, where participation by the employee is required, the visit shall be temporarily delayed. The supervisor will advise the union representative as to when he/she can reasonable expect to meet with the employee.

Section 7. Union representatives not employed by the EMPLOYER may meet with union representatives employed by the EMPLOYER and other employees to discuss appropriate matters. They may also participate in meetings with the EMPLOYER on matters involving labor relations.

Section 8. The parties recognize that Union officers and Stewards are responsible for performing both their duties as Union officers and their duties as employees. If an officer or steward/s use of administrative time in carrying out representational duties under this agreement of P.L. 93-454 unduly interferes with the proper performance of their duties as employees, the EMPLOYER agrees to first discuss the matter with the employee or the UNION before taking appropriate action.

Section 9. The UNION shall furnish the EMPLOYER with a complete list of Union officers and representatives together with their areas of responsibility and telephone numbers. This list will be updated within five days after any changes. The EMPLOYER will provide the UNION with a list of appropriate persons to contact in the CPO.

Section 10. When the Labor-Management Agreement has been finalized, the EMPLOYER and the UNION shall jointly orient supervisors and steward son the contents of the agreement. Non-employee Union representatives will also participate.

Section 11a. Employees who are Union representatives will normally be granted 8 hours of authorized absence to attend Union-sponsored seminars, workshops, etc. provided the agenda is of mutual interest to the parties. Upon request additional time for such Union sponsored training may be granted.

b. Union representatives may be granted annual leave or leave without pay whichever is applicable to attend seminars or official functions which pertain to internal union business. Leave requests will be submitted as far in advance as possible. If a leave request is denied, the Unit Vice-President will be furnished the reasons in writing.

Section 12. The Unit Vice-President and Stewards designated by the UNION will receive 12 hours per year of on-the-job steward training conducted by the Civilian Personnel Office. If deemed necessary, additional time may be granted. Non-employee union representatives may also attend. The Civilian Personnel Office will develop the agenda and then will meet and confer with the UNION on its contents. Such training will begin with 90 days after the effective date of this agreement.

ARTICLE IV

RIGHTS OF THE EMPLOYEES

Section 1. Each employee shall have the right, and shall be protected in the exercise of that right, freely and without fear of penalty or reprisal to join and assist a labor organization or to refrain from any such activity. Employees shall be free from all interference, coercion, restraint and discrimination. Organization membership shall not be encouraged or discouraged by management officials. The Commanders of their designees shall take such action as is necessary to assure that these employee rights are not abridged.

Section 2. Nothing in the 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 payment of dues through payroll deduction. It is understood that an employee may pay directly to the UNION.

Section 3. In the performance of official duties employees will be guided in their conduct by the Code of Ethics for Government Employees. Only in situations when employees' behavior or conduct off the job, i.e. in his/her personal life, is alleged to be of such nature as to preclude the employee from satisfactorily performing their duties as an employee or is not consistent with applicable laws, regulations or published policy, will the conduct be of concern to the EMPLOYER.

Section 4. The EMPLOYER will not require any employee to invest their money, donate to charity, participate in activities, meetings or undertakings not related to the performance of official duties, however, the EMPLOYER may give employees the opportunity to participate in such activities. The EMPLOYER may also require the employees on official time participate in activities, meetings, or undertakings that will lead to the development of skills, knowledge, or abilities which will further qualify them for performance of their present duties or duties to which they may be assigned

Section 5.a. It is agreed that to the extent it is not contrary to law, regulations, of Office of Personnel Management policies, each employee and/or his/her designated representative who has been so authorized in writing by the employee shall have access to review any document appearing in his/her Official Personnel folder. Reasonable requests for copies of records will be honored. Personnel records both at the organization level and elsewhere will be only those authorized by law and regulation.

b. It is further agreed that when the regulations of a higher authority prohibit the disclosure of a record or file to an employee and/or his/her representative, then that material may be available only to those whose official duties require access to such material.

Section 6. An employee has the right to communicate with a Union representative, a representative from the Civilian Personnel Office, an Equal Employment Opportunity representative, or Employer officials of higher rank than the employee's immediate supervisor concerning Personnel policies, practices, or general working conditions. When an employee seeks a meeting with one of the above officials or representatives, the employee shall request to be excused from official duties by the immediate supervisor; the employee need not reveal the purpose of the meeting. Topics to be discussed will be identified to the official with whom the appointment is requested. Details and/or subject of such visits need not be revealed to management. No record of such meeting or requested meetings will be kept by the employee's supervisor(s) or any action taken against the employee for requesting the meeting.

Section 7. In the event an employee does not receive the correct amount due to him on his regular pay day causing a hardship, the EMPLOYER will issue a substitute or supplementary check within 4 working days.

Section 8. The EMPLOYER will permit an employee to withdraw his/her resignation at any time before is has become effective in accordance with applicable regulations.

Section 9. Personnel actions such as within grade increases, promotions, pay raises, etc. will be accomplished in a timely manner.

ARTICLE V

RIGHTS OF THE EMPLOYER

Section 1. Subject to section 2 of this article, nothing in this agreement shall affect the authority of any management official-

- (1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency: and
- (2) in accordance with applicable laws-
 - (a) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (c) with respect to filling positions, to make selections for appointments from-
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - (d) To take whatever action may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this article shall preclude the employer and the Union from negotiating-

- (1) at the election of the agency on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
- (3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE VI

LABOR-MANAGEMENT RELATIONS

Section 1. The UNION and the EMPLOYER agree to maintain sound mutual relationships with each other and to give prompt attention to communications received from the other. The parties recognize that the execution of a formal agreement is but one act of joint labor-management cooperation, and that the success of a labor-management relationship is further enhanced if a forum is available and used to communicate with each other. They agree, therefore, to establish a Labor-Management Relations

Committee for the purpose of exchanging information and discussing matters of concern or interest to each of them in the broad area of personnel policies or practices, and working conditions.

Section 2. The Labor-Management Relations Committee shall consist of the unit Vice-President or his/her designee, two other individuals designated by the Vice-President, the Civilian Personnel Officer and any other management officials deemed appropriate.

Section 3. At least five (5) working days prior to the meeting, either party may submit to the other a list of items they wish to discuss and identify those individuals to be in attendance.

Section 4. The Labor-Management Relations Committee shall meet bi-monthly at times mutually agreed upon, preferably the first week of the month and at other times when the parties mutually agree there is a need. These meetings may be cancelled or rescheduled by mutual consent. When the parties agree that one is necessary, the EMPLOYER will prepare a memorandum for the record of all such meetings. This record will include, but not be limited to, names of those in attendance, subjects discussed and decisions reached. The concurrence of the Unit Vice-President will be obtained prior to issuance. A copy of the memorandum will be given to all attendees.

Section 5. The Labor-Management Relations Committee shall not consider individual grievances and/or complaints. However, this shall not preclude the parties from discussing those general personnel policies or practices giving rise to individual grievances and/or complaints for the purpose of identifying what measures might be appropriate for preventing future problems.

ARTICLE VII

USE OF OFFICIAL FACILITIES

Section 1. The EMPLOYER agrees that upon advance request by the UNION, facilities shall be made available for meetings at the UNION during non-duty hours of the employees involved. It is agreed that the UNION will comply with all security and housekeeping rules in effect at the time and place.

Section 2. The EMPLOYER agrees that a Union representative is entitled to reasonable privacy when conducting an authorized discussion or preparation of a grievance or an appeal with an employee. For this purpose, upon appropriate advance notice, a meeting room or suitable space will be provided the UNION when available.

Section 3. The UNION may use 2 square feet, or 20% of bulletin board space whichever is greater. The location of these bulletin boards will be within the commissary, the headquarters building, and other areas as may be necessary.

- a. These bulletin boards are to be used for display of Union literature, correspondence, notices and other matters concerning the relationship between the EMPLOYER and the UNION. The names, work locations and telephone extensions of the Union officers and/or Union office may also be displayed.
- b. The UNION agrees that literature posted or distributed will not libelously reflect on the integrity of any individuals or Government agencies or activities of the Federal Government. The

EMPLOYER retains the right to remove any posted literature that violates this section, otherwise material may be posted or removed only the Union Vice President or his/her designee.

Section 4. New employees will be introduced to the Union Representative in their work area on their first day of employment, or as soon thereafter as is possible.

Section 5. Booklet copies of this agreement shall be provided by the EMPLOYER to each employee on duty as soon as possible and to all employees entering on duty. Name, work phone number and location of the Unit Vice President and stewards will be placed inside the front cover of the agreement. The agreement shall be printed in type that can easily be read. Fifty (50) copies of the agreement will also be provided the UNION by the EMPLOYER.

Section 6. The EMPLOYER will provide a list of new hires with duty locations and a list of employees no longer occupying positions in the unit. Both lists will be provided on a monthly basis. The latter list will be annotated as follows:

Separated/Resigned

Retired

Reassigned

Section 7. The UNION may distribute material to employees during non-duty hours. The preparation and distribution of such material will be without cost to the EMPLOYER.

Section 8. The EMPLOYER will provide space, tables, and chairs, if requested by the UNION, at mutually agreeable places in order for the UNION to conduct a membership drive. The EMPLOYER will also provide an alphabetic listing of all employees in the unit showing the names, organization, organizational location, position titles and grades. There will be at least six (6) months between requests for these services.

Section 9. The EMPLOYER will provide the UNION with a copy of all MDW regulations and directives relating to working conditions, personnel policies and practices affecting employees in the unit; additional copies, if available, will be given to the UNION upon request. The EMPLOYER will give the UNION access to directives of high authorities relating to personnel policies and practices and working conditions affecting employees of the unit. Such directives consist of Department of the Army Regulations {Army Regulations and Civilian Personnel Regulations}, Directives and Instructions of the Department of Defense, and the Federal Personnel Manual. Upon request, copies of such directives will be mailed to the Union representatives.

ARTICLE VIII

ANNUAL LEAVE

Section 1. The accrual of annual leave is the right of the employee. The taking of annual leave is subject of the needs of the EMPLOYER and requires approval by the supervisor. It shall be the joint responsibility of the EMPLOYER and employee to ensure that annual leave is scheduled and used.

Section 2. When annual leave has been scheduled and approved, an employee shall not be required to change the date of his/her leave except in cases of mission oriented emergencies. This does not preclude the EMPLOYER and employee from mutually agreeing to change the employee's scheduled leave.

Section 3. Any person on scheduled annual leave shall not be required to report to duty except in the case of an emergency. It shall be incumbent upon the supervisor to arrange with the employee to take his/her leave as soon as possible after the emergency.

Section 4.

- a. Consistent with the workload and needs of the EMPLOYER, annual leave for vacation purposes will normally be granted to each eligible employee. Employees, when they request, will be granted two consecutive weeks of annual leave each year during the period May through October. The EMPLOYER will consider special request for annual leave in excess of two consecutive weeks, and upon written request of the employee, give a written explanation when it is found necessary to deny such request.
- b. To ensure that the staffing needs of the EMPLOYER are met and that vacations are scheduled in an orderly and equitable manner, requests for extended annual leave (i.e. annual leave for four or more consecutive workdays shall be considered for approval in accordance with the following schedules:
 1. Employees should submit a written request for extended annual leave by 31 January of each year for leave to be used during the remainder of the leave year.
 2. Should a conflict arise among the leave requests submitted during this period, then the employee with the longest period of Federal service will have first choice.
- c. Because of workload requirement or emergencies, it may be necessary to reschedule leave. The leave schedule will be reviewed periodically.

Section 5. In the case of emergency, the employee may notify his/her supervisor or his/her designee as soon as practicable, normally this should be within two hours after the start of the employee's tour of duty, and explain the reasons for his/her absence and request for leave. Such request for emergency leave will be subject to the approval of the employee's supervisor or his/her designee

ARTICLE IX

SICK LEAVE

Section 1. Approval of the use of sick leave will be granted to eligible employees in accordance with applicable laws and regulations when they are incapacitated for performance of their duties due to illness. The employee who becomes ill is responsible for notifying his/her supervisor within 2 hours after the employee is scheduled to report to duty. Leave for prearranged medical, dental, or optical examinations or treatment will be requested in advance. The EMPLOYER has the authority and responsibility to determine that the nature of the employee's illness is such as to incapacitate him/her for his/her job and that the other reasons for which sick leave is granted are true.

Section 2. Employees shall not normally be required to furnish a doctor's certificate to substantiate requests for approval of sick leave unless such sick leave exceeds three working days of continuous duration, except in individual cases when an employee appears to be a chronic user of sick leave. In such cases the employee shall be counselled first and may be advised in writing that a medical certification will be required for each subsequent absence on sick leave.

Section 3. Employees who have been advised in writing that they must substantiate each absence for sick leave by a medical certificate will have their cases reviewed at the end of six months to determine whether the medical certificate requirement shall be continued. If the requirement is to be continued, the employee, upon request, will be advised in writing of the reasons for continuation.

Section 4. Periods of absence on sick leave in excess of three working days of continuous duration must ordinarily be supported by a medical certificate presented within three days of the employee's return to duty; however, this period may be extended in justifiable cases. If it is impractical for the employee to present a medical certificate, other acceptable evidence of illness may be used.

Section 5. Absence from duty may be authorized in maternity cases. Such absence is chargeable to sick leave during the time that the employee is incapacitated for duty. In addition to sick leave, annual leave and/or leave without pay may be granted to cover any additional period during which the employee is incapacitated for duty.

ARTICLE X

OTHER LEAVE

Section 1. If an employee is called for jury duty or as a witness in court, he/she shall promptly notify the EMPLOYER in order that arrangements may be made for his/her absence. The employee will present to the EMPLOYER satisfactory evidence of having to appear for such duties with as much notification as possible and conform to the other requirements of the agency and Office of Personnel Management Regulations on court leave.

Section 2. Where the polls for civic elections are not open at least three hours either before or after regular hours of work, employees may be granted an amount of excused leave which will permit them to report for work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser time off. This section applies only to full-time employees.

Section 3. Employees may be granted leave of absence without pay in accordance with the provisions of the Federal Personnel Manual and applicable Regulations.

Section 4. Tardiness of less than one hour may be excused by the supervisor when the reason for the absence appears to be adequate. Unexcused absence or tardiness shall be handled in accordance with current regulations.

Section 5. The EMPLOYER agrees to a liberal annual leave policy for all employees who may wish to celebrate Dr. Martin Luther King Jr's birthday.

Section 6. Requests for annual leave or leave without pay because of emergency shall be considered on an individual level.

ARTICLE XI

OVERTIME

Section 1. Overtime will be paid under either Title 5 or Section 1 of the Fair Labor Standards Act as amended whichever is applicable.

Section 2. Every reasonable effort will be made to distribute overtime on an equitable basis consistent with the needs of the EMPLOYER. Distribution will be among qualified employees consistent with their specialized skills and abilities necessary for the work to be performed in the various sections. Adequate records will be maintained and, they may be reviewed by the UNION, upon request to the extent permissible by law.

Section 3. The EMPLOYER agrees to make every effort to give employees as much advance notice as possible when overtime is required and further agrees to give due consideration to the employees who are working parents or who have other person problems, such as health problems, car pools, etc. When the employee's request for excusal from overtime is denied, he/she may request the reasons be provided in writing. If the reasons provided appear to be invalid, the employee may be entitled to grieve.

Section 4. Any employee who is called back to work at a time outside of and unconnected with his/her scheduled hours of work within his/her basic work week for a period of less than two hours shall receive a maximum of two hours call back pay.

ARTICLE XII

WORKING CONDITIONS

Section 1. The EMPLOYER assumes the responsibility of ensuring that each employee has adequate, comfortable, safe, sanitary work space in which to discharge the duties of his/her position. Space requirements will be in conformance with Army Regulation 1-39.

Section 2. Furniture and equipment will be functional and in good condition. When repairs are needed, the EMPLOYER will take necessary action to initiate repairs within a reasonable amount of time, not to exceed two working days.

Section 3. If an employee is required to sign any document which may adversely affect him/her, his/her signature will merely indicate the he/she has received or read it and will not indicate concurrence.

Section 4. The EMPLOYER will provide a reasonable amount of time within the established tour of duty, consistent with the nature of work performed, to clean up prior to the lunch period and at the end of the day. In the same manner, a reasonable amount of time will be allowed to employees for the storage, clean up, and protection of government property, equipment and tools prior to the end of the work day. Commissary cashiers will be allowed a reasonable amount of time to count their cash drawers and prepare their vouchers.

Section 5. The EMPLOYER recognizes that constant comfortable temperatures enhance employee morale and productivity. Accordingly, the EMPLOYER agrees to strive to obtain constant comfortable temperature in the work area. When the temperature falls below 60 degrees in the work area of any individual, that employee will be assigned to another area.

Section 6.

a. Each employee shall be granted a fifteen minute rest period during each four hour period of work. In addition, commissary cashiers will be permitted to go to the rest room when necessary.

b. The lunch period will not start earlier than one and one half hours after the start of a shift and will end at least two hours before the end of a shift. Employees, excluding those in the commissary, may choose their lunch period within these hours. However, the supervisor may require that one or more employees remain on duty to ensure coverage of the section. Because lunch periods in the commissary are scheduled on the basis of the availability of cashier relief, cashiers will be punctual in returning from their lunch periods. In special instances, when commissary employees desire to have their lunch periods changed from that already scheduled, they shall so inform their supervisor who will attempt to make the appropriate arrangements. If it becomes necessary to require someone to change his/her lunch period, it shall be on a rotational basis. The lunch period is the employee's own time and shall be spent at his/her discretion with no interference by the EMPLOYER. The EMPLOYER agrees to provide adequate lunch room facilities away from the work area whenever practical. Those employees whose personal business requires them to leave the worksite during the lunch period will not be compelled to sign in or out.

Section 7. Overtime for commissary cashiers will be entered on the time sheet by the supervisor at the time it is earned and the employee will initial the sheet.

Section 8. When commissary cashiers are "spot-checked", they will be afforded the opportunity to observe the checking verification. The results of the spot-check will be discussed with them.

Section 9. When cash register errors occur, cashiers, will be counselled and if necessary receive orientation. Errors beyond the performance standard limitations, and counselling sessions resulting from such error will be documented on the employee record card. Only documented errors may be used on performance evaluation appraisals. Errors will not be posted.

Section 10. All items will be marked on a price list at each cash register. One complete price book will be maintained in the sales area of the store. Cashiers will be informed by supervisors of any price changes.

Section 11. When assistance is needed on the ID desk, all cashiers will be given equal consideration. Those cashiers who return to light duty with proper medical certifications will be given priority consideration for a reasonable time for work on the ID desk. If needed, the certification will be updated every three months.

Section 12.

- a. Uniforms, if required, will be supplied by the EMPLOYER.
- b. Uniforms will be kept clean and in normal repair by the Employee
- c. Uniform change time will be allowed on the clock.
- d. Employees in the commissary will be provided with five uniforms.

Section 13. The EMPLOYER agrees to the following procedure for preparation of DA form 3291: the subtotal key of the cash register will be utilized to permit the cashiers to verify their cash, checks and other credits with the totals entered in the cash register. The employees will sign the DA Form 3291 prior to the end of the tour of duty.

Section 14. The early and late shift at the Commissary Store will be rotated on an equitable basis.

Section 15. Whenever possible, lead cashiers will be utilized to orient new employees. When regular cashiers are required for orientation purposes, those considered to be the most capable for the task will be rotated equitably.

Section 16. A chart showing time schedules will be posted. Cashiers will be assigned to registers and as relief cashiers on an equitable basis. In the event a change is necessary after the posting, the employee and the union will be given as much advance notice as possible. The charts will be retained on file for six months and may be reviewed by a union representative.

Section 17. Late shift employees of the commissary may park their cars in the parking area south of the commissary near the service station. (Employees may not use those spaces reserved for the service station.) When this area is full, they may use the parking facilities available near the chapel in that case employees desiring military police surveillance when they are returning to their cars in the dark will request such surveillance in advance from the Provost Marshal.

ARTICLE XIII

HEALTH, SAFETY AND SANITATION

Section 1. The EMPLOYER agrees to provide a safe and healthful work place with a maximum degree of sanitation for all employees and will comply with applicable federal, state and local laws and regulations relating to the safety and health of its employees. Each supervisor will take prompt and appropriate action to correct any usage or unsanitary condition or action which is reported to or observed by him/her. All employees are responsible for prompt reporting of observed unsafe or unsanitary conditions to the supervisor.

Section 2. The EMPLOYEE and the UNION will cooperate in a continuing effort to eliminate accidents and health hazards.

Section 3. The UNION will appoint a representative to the MDW Safety Council. The UNION will supply the EMPLOYER with the name of that representative. The EMPLOYER will notify the unit Vice President at Ft. Myer of the dates, times and places of the meeting.

Section 4. The UNION may recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Council. Employees are required to make proper use of protective clothing and equipment furnished by the EMPLOYER.

Section 5. The EMPLOYER agrees to provide emergency diagnosis and first aid treatment of injury and/or illness to an employee that may be necessary during working hours.

Section 6. Regular services provided by existing health programs within control of the employer will continue. Additional services may be recommended by the UNION in an effort to keep employees on the job and reduce absenteeism. The UNION will be informed of accidents resulting in substantial property damage or loss of working time for unit employees and shall be afforded access to information on the accidents subject to security requirements at Ft. Myer.

Section 7. All accidents or on the job injuries that must be reported shall be processed in accordance with applicable procedures.

Section 8.

- a. When an employee, because of occupational illness, disease, or traumatic injury, seeks employment compensation, the employee will, upon request, be counselled on available benefits and his/her rights to file for these benefits.
- b. An employee will be permitted to review documents relating to his/her claim for compensation which the Office of Workers' Compensation Program has authorized the EMPLOYER to make available. The employee may be accompanied by his/her designated representative if he/she so desires.
- c. In recognition of the extreme importance of a well-run compensation program, the EMPLOYER agrees to respond to employee requests for assistance and information, and to process claims promptly.
- d. The EMPLOYER agrees to provide the necessary training to enable supervisory employees to accomplish the above.

Section 9. The parties agree that an employee making a written request for reassignment because of a job related illness or injury is entitled to consideration of the request.

- a. All requests for reassignment for medical reasons will be forwarded by the employee through the supervisor to the Civilian Personnel Office. Requests will be accompanied by medical certification stating the employee's specific limitations and length of time it is anticipated the employee will be incapacitated. The employee will also submit a written medical release authorizing the physician to provide the EMPLOYER with additional medical information should it be necessary.
- b. If the EMPLOYER determines that a reassignment is warranted, the EMPLOYER will make every effort to accommodate the employee's request. If the request is denied, the EMPLOYER will provide a written reply to the employee. The UNION will be informed of any such denials within 2 working days of such notice.

ARTICLE XIV

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The principle of equal employment being of vital concern to both management in the UNION, both parties agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of race, color, religion, sex national origin, and to promote the full realization of equal employment opportunity through a continuing affirmative program in accordance with applicable laws and regulations.

Section 2. The EMPLOYER and the union will conduct a continuing campaign to eradicate every form of prejudice or discrimination from the Employer's personnel policies practices and working conditions. The EMPLOYER agrees that supervisors or employees who engaged in discriminatory practices may be subject to disciplinary action.

Section 3. The EMPLOYER agrees that the UNION may designate one employee to serve as a member of the MDW EEO Advisory Council. The name of this employee will be submitted to the MDW EEO Officer by the Unit Vice President prior to the date of the meeting. The Unit Vice President will be given 5 days prior notice of the Council's meeting.

Section 4. When practicable, the Commander may appoint an EEO Counselor at Ft Myer, from a list of nominees submitted by the UNION. If a union nominee is not selected, the Commander, MDW or his designee will advise the Union of the reason for the non-selection, upon request. The criteria for selecting part-time EEO Counselors will be in accordance with criteria established in applicable EEO laws and regulations. It is further understood that anyone selected for appointment as an EEO Counselor will be precluded from serving as an employee representative in a discrimination complaint ease and will be so advised prior to appointment.

Section 5. The UNION shall be informed of, and have the right to be present, at meetings with other groups or associations involved in the Equal Employment Opportunity Program if such meetings are for the purpose of discussing personnel policies and practices or matters affecting working conditions of the employees covered by this agreement. If the group attending the meeting objects to the UNION's presence and/or if the UNION does not attend, the meeting may not assume the character of formal discussions. If the situation precludes management from advising the UNION of such meetings, no commitments will be made regarding personnel policies or practices or working conditions until such has been discussed with the UNION.

Section 6. In recognition of the UNION'S roles as the exclusive representative and of the rights conferred upon employees by applicable EEO laws and regulations, the EMPLOYER agrees to the following:

- a. EEO Counselors will inform complaints of their right to representation by anyone of their choice including officials of the UNION.
- b. Union officials shall be notified and given the opportunity for appropriate involvement if a disposition proposed as a result of the adjustment process includes corrective actions which impacts other employees in the bargaining unit.
- c. When the UNION has not been designated as the employee's representative, it may have an observer present at the hearing held pursuant to applicable EEO laws and regulations except that the examiner may exclude the observer from the hearing if the employee objects and examiner determines that objection is valid, or, the examiner at his/her discretion, may exclude the observer from one or more session of a hearing, when the examiner determines that this action is in the best interest complaint, a witness, or the Government.
- d. The UNION shall be given reasonable notice of all proposed remedial or corrective actions affecting personnel policies and practices and general working conditions of more than one employee in the unit. The parties agree that all corrective or remedial actions will be consistent with provisions of this agreement except that provisions of this agreement may not serve to prevent implementation of EEO decision.

ARTICLE XV

REDUCTION IN FORCE AND EMPLOYMENT

Section 1. The UNION will be notified immediately of any approved reorganization, reassignment or possible reduction-in-force action which the EMPLOYER perceives will adversely affect the employees in the bargaining unit. Such notification will be made as soon as possible and will normally be given at least 90 days prior to the proposed date of final action. At the time information is available regarding the names, classification, and personnel actions proposed, they will furnished to the UNION.

Section 2. In the event of a reduction-in-force, existing vacancies will be utilized whenever possible to place qualified employees in continuing positions who otherwise would be adversely affected. All reduction-in-force actions will be carried out in strict compliance with applicable laws and regulations.

Section 3. Any career or career-conditional employee who is separated because of reduction-in-force will be counseled regarding his/her rights and upon request will be placed on reemployment priority list in accordance with applicable rules and regulations. These employees will be given preference for rehiring in temporary and permanent positions for which the employees are qualified. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment, or cause his name to be removed from the reemployment priority list.

Section 4. In the event a reduction-in-force is implemented, employees affected have the right to review retention registers relative to their own situation in the reduction-in-force action.

ARTICLE XVI

MERIT PROMOTION

Merit Promotion is and continues to be negotiated at the Command Level and will be incorporated as part of this agreement upon completion.

ARTICLE XVII

WORK DETAILS AND TEMPORARY PROMOTIONS

SECTION 1. The EMPLOYER agrees that work details of employees will be kept within the shortest practicable time limits as required by this agreement, applicable regulations and the latest Office of Personnel Management instructions.

Section 2. An employee will not be detailed to a vacancy, or to a new position or set of duties of a comparable or lesser grade in excess of 120 calendar days unless approved by OPM. The Unit Vice-President will be notified by Personnel Office of details in excess of 30 days.

Section 3. When an employee has been detailed for a period in excess of 30 calendar days the detail shall be recorded on Standard Form 52, Request for Personnel Action, and filed in the employees personnel folder with a copy forwarded to the employee. Details to another position or set of duties for one work day or more, but less than 30 calendar days, will be recorded on Standard Form 7, Employee Record Card, by the supervisor at the end of the detail. This notation will initial the notation. After the employee has been detailed to same position or similar sets of duties for a cumulative total of 22 workdays or more, the employee may request that his/her supervisor prepare a memorandum summarizing these duties. This memorandum will be forwarded to the Civilian Personnel Office for inclusion in the employee's Official Personnel Folder with employee receiving a copy of the memorandum. An employee may file a supplement to his SF 171, Statement of Personnel Qualifications, at any time which will also document his/her work experience.

Section 4. All details to higher graded positions exceeding 120 days for training and employee skills will be made competitively.

Section 5. When it is determined that a temporary detail to a position of a higher grade will extend beyond 30 consecutive days, the employee will be temporary promoted in accordance with applicable regulation.

Section 6. The EMPLOYER agrees not to work employees out of their job description on a recurring basis except by detail.

Section 7. The phrase, "Performs other duties as assigned ", which is in every description, is interpreted to mean other related task which normally related to the position and are of an incidental nature.

Section 8. Cashiers will not normally stock shelves when there are other employees available for such duties. When there is no other related work available, cashiers may be assigned to stock shelves.

ARTIVCLE XVIII

JOB AND POSITION DESCRIPTION

Section 1. All employees in the unit must be provided with a copy of their position/job description. The Unit Vice President will provided with a copy of position/job descriptions upon written request for review.

Section 2. When an employee alleges inequities in the classification of his/her position he/she shall be furnished information on the appeal rights and procedures set forth in applicable regulations. He/she may elect to be represented or assisted by a Union Representative in discussing the matter with supervisory and/or management officials. This section does not apply to annual position reviews.

Section 3.

- a. The EMPLOYER agrees that the UNION may review the position of description of any employee in the unit in consultation with the personnel officers the description is pertinent to a specific complaint. Evaluation statement used in determining the classification of the position will also be available to the employee and/or Union. If inaccuracies are found to exist, the description will be revised and resubmitted for classification.
- b. If the UNION believes that a job description is inaccurate, discussing will be held to resolve the inaccuracies. This section is not to be construed as a substitute for employee classification complaint and appeal rights as described in CPR 501.8

Section 4.

- a. The EMPLOYER agrees to furnish the UNION copies of drafts of proposed new or revised Position Classification Standards for Union comment. The UNION agrees to furnish comments within time limits imposed by the proponent of the draft. Drafts will be forwarded to the UNION within two working days after receipt by the EMPLOYER. If needed, an extension of time may be requested.

- b. The EMPLOYER agrees to apply newly issued or revised Position Classification Standards within 90 days (unless a longer period is authorized by the Office of Personnel Management or by HQDA), and to identify and initiate, any actions necessary to prevent inequitable situations.

Section 5. It shall be the responsibility of the supervisor to see that the employee reads his/her job description prior to the employee's initialing "Position Review List". The employee also has the responsibility to fully understand the description or to inform the supervisor that he/she does not understand.

Section 6. The EMPLOYER agrees not to work employees out of their job description on a reoccurring basis except by detail.

Section 7. The phrase, "Performs other duties as assigned", which is in every description, is interpreted to mean other related tasks which are normally related to the position and are of an incidental nature.

Section 8. Cashiers will not normally stock shelves when there are other employees available for such duties. When there is no other related work available, cashiers may be assigned to stock shelves.

ARTICLE XIX

TRAINING

Section 1. The EMPLOYER and UNION agree that the training and development of available employees is mutually beneficial. The unit Vice President will be kept informed of all training programs affecting employees in the unit. The UNION may make recommendation to the EMPLOYER relative to the training of employees. The EMPLOYER will consider recommendation and implement any approved recommendations. The parties agree to meet at the request of either party for the purpose of exchanging information concerning the overall training of employees.

Section 2. When advance knowledge of pending changed in organization etc. is available it the responsibility of the EMPLOYER to plan for retraining of career employees covered, whenever possible.

Section 3. When new position requiring new techniques are established, the EMPLOYER will train interested qualified employees. The parties agree to stress to the employees the need for self-development and training to increase efficiency and output. All employees within the unit will be given opportunity for training.

Section 4. Whenever technological changes cause abolishment of some jobs and establishment of others the EMPLOYER agrees to utilize the abilities and skill of displaced employees by training programs designed to qualify these employees for other jobs, if possible.

Section 5. Employees will be selected for training by supervisory personnel in a fair and equitable manner. Factors used in selecting employees for training will include, but are not limited to the following.

- a. Employer's needs;
- b. Employee's need for training;
- c. Employee's potential;

- d. Employee's interest;

Section 6. The EMPLOYER will make every effort to identify or forecast:

- a. Skills imbalances in work force;
- b. Changes in organization, function or workload;
- c. Situations in which training can aid in achieving defined objectives and goals of the EMPLOYER.

Section 7. Employees will be informed of training programs as soon as possible after the EMPLOYER becomes aware of such programs. Further, the EMPLOYER agrees to consider training programs suggestions from the UNION and to advise the UNION of the results of their suggestion. Discussing of the availability and utilization of training for unit employees will be considered not less than quarterly.

ARTICLE XX

RECOGNITION AND AWARDS

Section 1. The supervisor will review each employer's performance at least once each year on the employee's annual appraisal date. When an employee's performance substantially and significantly exceeds the performance requirements for the position to which he/she is assigned for a period of at least one year, he/she will for an award under the Employer's Incentive Awards Program.

Section 2. It is agreed that all employees in the Unit shall be encouraged to participate in the Incentive Awards and Suggestion Program. It is the desire of the EMPLOYER and the UNION that all beneficial suggestions be processed in a timely and expeditious manner. In this respect the UNION and the EMPLOYER will jointly confer, consult and negotiate, as appropriate, on the implementation and operation of the Incentive Awards Program consistent with provisions of AR 672-20.

Section 3. No percentage will be used in determining the number of employees to receive performance awards in the Unit.

Section 4. Supervisor shall use the Incentive Awards Program to consider deserving employees for Special Achievements Awards.

Section 5. Explanation for rejecting of any suggestions will be made in writing by the EMPLOYER or his/her representative. The employee may request reconsideration of rejected suggestion only in accordance with provision of AR 672-20

Section 6. The employee may request the status of his/her suggestion by contacting the official signing the suggestions Form (DA Form 1045) as Executive Secretary.

ARTICLE XXI

PERFORMANCE EVALUATIONS AND RATINGS

Section 1. Performance evaluation is the continuing process in which supervisors make judgments regarding the performance of individual workers on various aspects of their work and on different types of tasks or projects. These judgments are a normal part of supervision, and should be objectively made and will be freely and constructively communicated to employees.

Section 2. The continuing informal evaluation process is clearly distinguished from the annual performance rating, which is the formal periodic documentation of the supervisor's judgment of the employee's performance. The primary purpose of evaluation is to improve organization effectiveness and to provide the employee with continuous up-to-date knowledge and feedback on job performance; this can best be achieved through informal and spontaneous discussion between supervisors and their employees. On the other hand, the purpose of the formal rating process is to provide official documentation required for record purposes.

Section 3. Both processes, the informal evaluation and the formal performance rating require the supervisor to compare an employee's performance to the performance standards of the employee's job.

Section 4. Performance standards will be based on factual job-related criteria, will be fair and equitable, consistent with classification standards and will identify the critical elements as determined by the position description. They will be in writing with a copy completed to the employee. The EMPLOYER agrees that accordance with Section 4302 _____ of 5 U.S.C performance standards and critical elements will be initiated for all _____ further agrees that employees will be included in the initiation of these standards be the solicitation of their input.

Section 5. In evaluating the individual, the supervisor has a responsibility to _____ an objective rating. Supervisors should not be influenced in rating an employee's performance by the derogatory statements of others. Performance ratings will be based only upon the performance of an employee during the rating period. In instances where an employee has more than one supervisor during the rating period, the departing supervisor should document any changes in performance of subordinates since their most recent official performance rating to assist the new supervisor in evaluating the employees. The current supervisor may contact the previous supervisor to assist in evaluating the employees, providing the supervisor contacted has supervised the employee during the rating period. Annual ratings may be postponed for not more than 3 months in circumstances where the rating official has had insufficient time to observe the employee's performance in his/her present assignment because the supervisor or the employee is newly assigned.

Section 6. Job related discussion shall be exchanged between the supervisor and the employee as the occasions arise in the course of day-to-day activities.

Section 7. If the supervisor should desire, he/she may confer with the Union representatives in an effort to encourage the employee to improve his/her job performance. The Union representative has a responsibility to respect the confidentiality of any discussion.

Section 8. The supervisor shall reveal to the employee performance rating forms and explains the basis for rating contained on the form giving examples of the performance related to specific rating, and if available and requested, showing the employee any documentation substantiating a given rating. The employee will be given an opportunity to comment, if desired.

Section 9. When there is an indication that an employee's performance is falling below the acceptable level required for a satisfactory performance, the supervisor will take positive action which may include day to day assistance at the work site, or other training designed to improve the employee's performance. If the employee's performance does not improve, the employee will be given a 30 day notice of proposed action based on unacceptable performance, which will contain all the rights to which the employee is entitled. Decisions will be based solely on the employee's performance and will be issued for just cause. Removal from an employee's officially assigned position may be accomplished by reassignment to an existing vacancy for which the employee qualifies. A diligent effort will be made to so place the employee. If within a reasonable time the Civilian Personnel Office has been unable to so place the employee, a demotion will be considered as a secondary alternative to place the employee in an existing vacancy for which the employee qualified or in the same position at a reduce grade. If no such lower-graded vacancy exists and if demotion is not advisable, the employee may be removed. The file on the removal action will contain documentation concerning efforts at reassignment or demotion.

Section 9. A record of the official annual performance rating on each employee will be kept in accordance with existing regulations.

ARTICLE XXII

GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances.

Section 2a. A grievance is any complaint by any employee concerning any matter relating to the employment of the employee; a complaint by a labor organization concerning any matter relating to the employment of any employee; or a complaint by any employee, labor organization, or agency concerning the effect or interpretation, or a claim of breach of collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment. The scope of grievances does not include:

A violation relating to political activities;

Retirement, life insurance or health insurance;

A suspension or removal for national security;

Any examination, certification, or appointment; or

Classification of a position which does not result in the reduction in grade or pay of the employee.

Section 2b. An aggrieved employee affected by a prohibited personnel practice which also falls under the coverage of the negotiated grievance procedures may raise the matter under either satisfactory procedure or the negotiated procedure, but not both. Either option will be considered exercised when the employee timely initiates an action under either procedure. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision in the case of any personnel action that could have been appealed to the board, or, where applicable, to request the Equal Employment Opportunity Commission. Matters pertaining to actions based on unacceptable performance (Sections 4303), removals, suspensions of more than 14 days, reductions in grade or pay, and furloughs of 30 days or less (Section 7512) which also falls within the coverage of the negotiated grievance procedure may at the employee's discretion be raised either under the appellate procedures of 5 US Code Sec 7701 or under the negotiated grievance procedure, but not both. Similar matters which arise under other personnel systems applicable to employees may, in the discretion of the aggrieved employee, be raised either under the appellate procedures, if any applicable to those matters, or under the negotiated grievance, but not both. An employee shall be deemed to have exercised his/her option to raise a matter either under the applicable appellate procedure or under the negotiated grievance procedure at such time as the employee timely files a notice of appeal under the provisions of the negotiated grievance procedure, whichever event occurs first. For matters covered under Section 4303 Title II and 7512 of Title VII of PL 95-454 which have been raised under the negotiated grievance procedure, an arbitrator shall be governed by Section 7701 (C)(1) or Title VII, as applicable.

Section 2c. It is recognized that management has the entire resources of the EMPLOYER at disposal in preparing a case against the employee. Therefore all records, reports, comments and regulation available to a used by management in the preparation of the case against the employee shall be identified and be made available to the employee and/or employee's representative upon request, within 24 hours. If for any reason this deadline cannot be met, time limits for the concerned employee will be automatically extended by an equal amount of time.

Section 3. This negotiated procedure shall be the exclusive procedure available to the UNION and the employees in the bargaining unit for resolving such grievances. Only the UNION or a representative approved by the UNION will represent employees under this procedure. However, if an employee presents a grievance without representation, the UNION will be given the opportunity to be present at all steps of the grievance, the step 3 decision will be the final decision and the adjustment will be consistent with the terms of the agreement.

Section 4. Any rejection of a grievance by the agency on the ground that it is not a matter subject to this grievance procedure, or is not subject to arbitration shall be executed not later the completion of step 3 of the grievance procedure. Such rejection shall be served upon the UNION in writing. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 5a. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactory on an informal basis at the immediate supervisory level. The EMPLOYER and the UNION agrees that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. In as much as dissatisfaction and disagreement arise occasionally among people in any work situations, the filing of a grievance shall not be constructed as reflecting unfavorable on their good standing, their performance, their loyalty, or desirability to the organization. Reasonable time during working hours will be allowed for employees and union representatives to discuss, prepare for, and present grievances, including attendance at meetings with management officials. If workload requirements preclude the employee and/or his/her representatives from being granted the necessary time, the supervisor will furnish the reason in writing. In any event time will be allowed within 24 hours of the time of the request.

Section 5b. The parties agree that the employee should present their work related problems to the lowest level of supervision which can deal with such problems.

Section 6. Grievance must be present 15 working days from the date of the employee or the UNION becomes aware of the grievance. The Union representative may be present if the employee desires.

Section 7, Step 1. The grievances shall first be taken up orally by the concerned employee or his/her representative with the immediate supervisor in an attempt to settle the matter. If the employee's representative feels that it is not in the employee's best interest, or if the immediate supervisor is not the appropriate official, the grievance will be initiated with appropriate party.

Section 7, Step 2. If the matter is not satisfactory settled following the 1st discussion, the Union representative may within 10 working days, submit the matters in writing to the next level of management above the first step. That official shall meet with the Union representative and the aggrieved employee(s) within 5 working day after the meeting.

Section 7, Step 3. If the grievance is not settled at that level, the Union representative may, within 10 working days, forward the grievance in writing to the appropriate Commander or his/her designee for further consideration. The appropriate Commander or his/her designee will review the grievance, consult the aggrieved and the Union representative with 5 working days and give the Union representative his/her written answer within 15 working days after meeting. The designee of the Troop Support Agency will be the Director of The Northeast Field Offices, Ft. Meade, MD

Section 7, Step 4. If the grievance is not satisfactorily settled by the appropriate Commander, the Union may refer the matter to arbitration. All time limits in this article may be extended by mutual consent. Failure of the EMPLOYER to observe the time limits shall entitle the UNION to advance the grievance to the next step.

Section 8. Union-Management grievances may be submitted in writing by either party (the Local President or his/her designee or the Commander or his/her designee) directly to the other party. The parties will meet within 10 working days after receipt of the grievance to discuss the grievance. The charged party shall give aggrieved party his/her written answer, within 15 working days after meeting. If the grievance is not settled by this method, either party may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

Section 9. When the grievance has been resolved, the corrective action will be initiated within 5 working days unless precluded for valid reason. Any delay will be mutually agreed upon within writing.

Section 10. The supervisor will arrange a suitable private area in which the Steward or Union Office and employee may confer about the grievance.

ARTICLE XXIII

ARBITRATION

Section 1. If the EMPLOYER and the UNION fail to settle any grievance process under the negotiated grievance procedure, such grievance may be submitted to binding arbitration. Arbitration can only be invoked by the UNION or the EMPLOYER. Any notice of possible arbitration proceeding will be served upon the other party within ten (10) calendar days after issuance of the Final decision on the grievance. Final notice of intent will be provided within 30 calendar days.

Section 2. Within five working days from the date of the request for arbitration, the parties shall request the Federal Mediation and Conciliation Service to provide a list of 5 impartial persons qualified to act as arbitrations. The parties shall meet within 3 working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the EMPLOYER and the UNION will each strike one arbitrator's name ____ list of 5 and will then repeat this procedure. The remaining person shall be the selected arbitrator. First to strike will be decided by a flip of a coin.

Section 3. If for any reason either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 4. The arbitrator's expenses shall be borne equally by the EMPLOYER and the UNION. The cost of the transcript shall be borne by the requesting party. If the parties mutually agree that one is necessary, the cost will be borne equally. It is understood that either party may use its own recording device during the arbitration hearing. The arbitration hearing will be held on the EMPLOYER's premises during the regular day shift hours of the basic work week, Monday through Friday. All participants in the hearing shall be in a duty status.

Section 5. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than 30 calendar days after the conclusion of the hearing unless the parties mutually agreed to extend the time limit.

Section 6. The arbitrator's award shall be binding on the parties except that either party may file exceptions to an award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority. If the arbitrator's award is appealed to the FLRA the implementation of that award will be delayed until the Authority renders its decision. If no exception to an arbitrator's award is filed during the 30-day period beginning on the date such award, the award shall be final binding. The agency shall take the actions required by an arbitrator's final award. The award may include the payment of back pay.

Section 7. Any dispute over interpreting and/or application of the arbitrator's award shall be returned to the arbitrator for clarification and/or settlement.

Section 8. When expedited arbitration is available and the parties mutually agree, it will be utilized in place of full arbitration.

ARTICLE XXIV

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. A disciplinary action for the purpose of this article is defined as:

- a. A written reprimand;
- b. A suspension of 14 days or less;

An adverse action for the purpose of this article is defined as:

- a. Disciplinary and non-disciplinary removals;
- b. Suspensions of over 14 days;
- c. Furloughs for 30 days or less;
- d. Reductions in grade or pay

Section 2. It will be the responsibility of the EMPLOYER to notify the UNION of the possibility of any disciplinary or adverse action as soon as it becomes aware of same. Disciplinary action will only be taken for just and sufficient cause and will be in accordance with the Office of Personnel Management and agency regulations. All regulations will be administered equitable and fairly to all employees in accordance with existing regulations and laws.

Section 3. In the event of any proposed disciplinary action or adverse action, the EMPLOYER will notify the employee in the notice of proposed actions of his/her right to Union representation. The employee has the right to Union representation when being questioned, if in his/her opinion, the discussion, may lead to any proposed disciplinary action and the employee requests representation. In addition, all matters pertaining to time limitations, appeals and other information required by law or regulations shall be incorporated in the notice of proposed action and decision letters, whichever is applicable.

Section 4. It shall be incumbent upon the supervisor initiating or proposing disciplinary or adverse action proceedings to make a complete inquiry into an incident or situation to determined and document the facts. It is agreed that a thorough investigation will bring the issue into sharp focus and afford the employee the opportunity to explain his/her position and state his/her version of the incident which may eliminate and necessity for initiating formal disciplinary action.

Section 5. The EMPLOYER agrees that the employee has the right to petition the immediate supervisor in writing for removal of reprimands which have been on file for six months or more. In all cases they will be removed after two years. Reprimand actions and allied documents will be destroyed by the supervisor and Personnel Office in the presence of the concerned employee, as needed.

Section 6. Derogatory material which reflects adversely upon the employee's character or career will be placed in any personnel file without the employee's knowledge unless precluded by regulations.

Section 7. Upon request of the employee and/or a Union representative, designated in writing by the employee, personnel records that are not restrictive by law or regulation will be made available for review. Since the Personnel Office is the authorized custodian of official records and is responsible for them, an appointment will be made with the File Room of the Personnel Office to review such records.

Section 8. The EMPLOYER agrees, except in cases of emergency suspensions related to an adverse actions, to provide employees with ten calendar days advance notification of suspension.

Section 9. The employee shall be given an opportunity within the ten days' notice period to furnish a reply orally and/or in writing to charges forming the basis for the disciplinary action.

Section 10. The management official making the decision will fully consider the employee's answer before issuing a decision on a disciplinary action.

ARTICLE XXV

FINANCIAL OBLIGATION

Section 1. It is recognized that employees are expected to pay promptly all just financial obligations.

Section 2. Any action taken against an employee by the EMPLOYER for nonpayment of a just debt will be in accordance with applicable laws.

ARTICLE XXVI

CONTRACTING OUT OF BARGINING UNIT WORK

Section 1. The EMPLOYER agrees to give the UNION advance notice, whenever possible, of its intention to contract out work that would result in a reduction-in-force or demotion of employees in the unit.

Section 2. The EMPLOYER agrees to abide by all laws, rules and regulations of higher authority with respect to any personal service contracts.

ARTICLE XXVII

ENERGY AND RESOURCES CONSERVATION

Section 1. The UNION agrees to encourage employees to conserve paper and other critical resources. If the UNION recognizes area where resources are not being conserved, it shall bring these matters to the attention of the appropriate supervisor, management official or authorities.

Section 2. The Union will cooperate with the EMPLOYER in publicizing the importance of energy and resources conservation methods and programs and to suggest to the EMPLOYER possible improvements in these programs and methods. For the purposes of publicizing energy and resources conservation, the UNION will be provided with any literature that is available to the EMPLOYER to be distributed at its meetings.

ARTICLE XXVIII

DATE AND DURATION OF AGREEMENT

Section 1. The effective date of this agreement shall be the date of approval by the Commanding General, US Army Military District of Washington and the Director, NEFO, Troop Support Agency, or their designees and ratification by the UNION, whichever date is later, or in accordance with PL 95-454

Section 2. The extent and duration of the Agreement shall be for a period of three years at the end of the three year period, the agreement may require renegotiation. Either party may give written notice to the other not more than 90 day nor less than 60 days prior to the expiration date for the purpose of renegotiation of this agreement. Such notices will be acknowledged within 10 days of receipt and joint conference held within 20 days from the receipt of such notice. If the negotiation has not been completed and approved by the expiration date, this agreement will remain in force until the new one is approved.

Section 3. If neither party serves notice to renegotiate this agreement will be automatically renewed for a new duration period of two years, subject to the other provision of this article. The automatic renewal date shall become the new effective date.

Section 4a. Either party may serve notice to amend this agreement to the end of the first six months and every six month thereafter. Proposed amendments will be included with this notice. Such notice must be acknowledge by the other party within 10 days of receipt and negotiation will begin 20 days after acknowledgement.

b. Changes in laws or regulations of appropriate authorities which invalidate articles or section of this agreement will have not the effect of invalidating the total agreement. Action to bring the affected provisions into compliance will be taken immediately.

c. All amendments, modification and supplements will be subjected to post-audit review by higher authority and shall be effective on the date of the signature by the appropriate Commander or in accordance with PL 95-454.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 21st day March 1980

FOR THE UNION

FOR THE EMPLOYER

*AFGE Local 2, Business Agency
Chief Negotiator*

*U.S. Army Garrison, Fort Myer
Post Commander*

Vice President, AFGE Local 2

Commissary Officer, Fort Myer

Approved:

President, AFGE Local 2

Chief of Staff, USA MDW