

NEGOTIATED AGREEMENT

BETWEEN

Charlotte Military Entrance Processing Station  
Charlotte, North Carolina

AND

Local 1738, American Federation of Government Employees (AFGE)

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## **STIPULATIONS**

- a. In this Agreement wherever "he" or related pronouns appear, either as words or parts of words, they are meant in their generic sense, i.e., both female and male.
- b. The provisions in this Agreement which name tasks to be performed by special personnel (i.e., supervisors, etc. ) or organizations only serve to acknowledge an existing practice and does not constitute an attempt to restrict the statutory rights of the Employer to assign tasks to other personnel.

## **PREAMBLE**

- a. Pursuant to the policy set forth in the Civil Service Reform Act and subject to all applicable statutes and regulations issued by the Office of Personnel Management, the Department of Defense, higher echelons within the Department of the Army, and other Federal agencies authorized to implement the Civil Service Reform Act, the following articles constitute an Agreement by and between the Charlotte Military Entrance Processing Station, Charlotte, NC, hereinafter referred to as the Employer, and Local 1738, American Federation of Government Employees, hereinafter referred to as the Union.
- b. The parties to this Agreement affirm that, in the administration of this Agreement, the public interest in the efficient, effective, and economical accomplishment of the Employer's mission is paramount. Although primacy of the public interest shall be a basis for resolving disputes arising out of this Agreement, it shall not serve to deny any basic employee rights or benefits accorded by laws or applicable regulations.
- c. The parties to this Agreement recognize that:
  - (1) Good employee morale is essential to the expeditious, economical and efficient discharge of the public responsibilities of the Charlotte Military Entrance Processing Station, Charlotte, North Carolina.
  - (2) Such morale depends in a great measure on good two-way communications and an orderly and constructive relationship between employees and management, factors which can be improved through establishing and maintaining employee-management cooperation pursuant to the Civil Service Reform Act of 1978.
  - (3) Such morale can be furthered by providing for local negotiations to meet local needs and problems, and by the participation of employees in the formulation and implementation of personnel policies, practices, and procedures within the scope of the Civil Service Reform Act of 1978.
  - (4) Such morale can also be furthered by provisions that enable employees to have a part in determining their own destiny by helping in the identification and solution

of those problems which are best known to and understood by the employees themselves.

(5) The Employer and the Union strongly endorse, and will actively support the intent, principles, and objectives of the Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967, Architectural Barriers

Act of 1968, and Rehabilitation Act of 1973, and other appropriate legislation and will use their roles to assist in resolution of complaints of discrimination upon request.

**ARTICLE 1**  
**EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT**

The recognized bargaining units are: All General Schedule employees of Charlotte Military Entrance Processing Station, Charlotte, North Carolina, excluding all professional employees, management officials, supervisors, guards, temporary and intermittent employees and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

**ARTICLE 2**  
**PROVISIONS OF LAW AND REGULATION**

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

- a. Existing or future laws
- b. Existing government-wide rules or regulations (including policies set forth in the Federal Personnel Manual);
- c. Agency rules or regulations in existence at the time this Agreement is executed, provided the Union was given impact and implementation negotiation opportunity.

**ARTICLE 3**  
**WITHHOLDING OF UNION DUES**

Section 3.1. The Employer agrees to withhold, each biweekly pay period, the dues of bargaining unit employees who are members in good standing with the Union and who submits to the civilian payroll office a signed authorization form, SF 1187.

Section 3.2. Dues are the regular, periodic amounts required to maintain an employee as a member in good standing of the union. Initiation fees, special assessments, back dues, fines, and similar items shall not be considered as dues.

Section 3.3. Dues withholding allotments will not be made for part-time employees whose earnings are not regularly sufficient to cover the amounts to be withheld. Dues will not be withheld for an employee whose net salary after legal and required deductions is not sufficient to cover the amount of the authorized allotment, such as when the employee has had a period of time in a non-pay status (leave without pay, absence without leave, suspension or furlough). Employees who are entitled to buy back leave subsequent to a determination of entitlement to workers' compensation cannot be refunded the deductions made for Union dues while on leave.

Section 3.4. The amount of Union dues to be withheld from employees' salaries will normally be changed not more than once in any 12 month period, except when the national union imposes constitutional dues increases. Such amounts will be shown on the authorization form at the time the appropriate civilian payroll office initially receives it. The amount will remain unchanged until the President or Treasurer of the Union certifies that the amount of regular dues has changed. The certificate will be submitted to the Civilian Personnel Advisory Center to be forwarded to the Civilian Payroll Office. The certified amount of the dues, stated in a biweekly figure, will be deducted the first complete biweekly pay period after receipt in the appropriate civilian payroll office, or on a later date if requested by the union.

Section 3.5. Payment will be made to the Treasurer of Local 1738, if so designated in writing by Local 1738 President, in the amount equal to the total of such allotment deductions. The President of the union will immediately notify the appropriate civilian payroll of any changes in writing of the name and address of the designated Treasurer.

Section 3.6. An employee may indicate at any time that he wishes to have his dues withheld by completing an authorization form (SF 1187). The Union is responsible for procuring the prescribed allotment forms; distributing the forms to its members; certifying as to the amount of its dues; providing complete forms to the appropriate civilian payroll office; and educating its members on the program for allotments for payment of dues, its voluntary nature; and the uses and availability of the required form.

Section 3.7. An employee may voluntarily revoke his allotment for the payment of Union dues by submission of a SF 1188 to the appropriate civilian payroll office. A supply of forms (SF 1188) will be maintained in the appropriate civilian payroll office and will be available to employees upon request. The employees will be responsible for seeing that their written revocations are received in the civilian payroll office. A voluntary revocation by an employee that is not based on a personnel action will not be effective for a period of one year from the date the allotment was first made, and will be effective only at the beginning of the first full pay period following 1 March subsequent to the one-year period.

Section 3.8. A dues allotment for an individual employee will be terminated by the appropriate civilian payroll office when the employee leaves the unit as a result of any type of separation, transfer to an activity outside the bargaining unit, or other personnel action (except detail). It is an employee's responsibility to ensure that he initiates paperwork to terminate the allotment. The Employer will terminate dues allotment for bargaining unit employees if the Union loses exclusive recognition, the Agreement providing for dues withholding is suspended or terminated by appropriate authority outside DoD, or when the Union President furnishes the Employer notice that an employee has been suspended or expelled from the Union. Revocations based on this section will be effected the first full pay period after the action that served as basis for the termination.

Section 3.9. The Union will promptly notify the appropriate civilian payroll office, in writing, when any member who has authorized dues withholding is expelled or suspended from the Union. The allotment will be terminated effective with the first full pay period after receipt of this notice by the appropriate civilian payroll office.

Section 3.10. The appropriate civilian payroll office shall furnish the Treasurer of the Union, as of each biweekly pay period, a list containing the names of those employees from whose salaries dues deductions have been made, and each amount withheld.

Section 3.11. When the renegotiations of this Agreement is pending or in process, and the parties are unable to complete such renegotiations by the termination date of this Agreement as the result of pending third-party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, payroll withholding of the dues of members of the Union shall be continued until the new Agreement has become effective.

#### **ARTICLE 4** **UNION NOTIFICATION AND NEGOTIATION PROCEDURES**

Section 4.1. The following procedures will be used by the Employer to provide advance notification to the Union on changes to current personnel policies, practices, or matters affecting working conditions, and past practices which have been established that are within the Employer's authority and not covered by provisions of the Agreement or violate law, rules or regulations of appropriate authorities and by the Union to request consultations and/or negotiations. This includes implementation of new procedures or changes. Such notification and negotiation procedures are referred to as Impact and Implementation (I&I) procedures.

a. The proposed change(s) will be furnished the Union in writing NLT 10 workdays prior to the proposed effective date. The notification will include, but not be limited to: (1) the specific proposed change(s); (2) anticipated adverse impact on employees; (3) the effective date of the proposed change(s) and; (4) the name and telephone number of the Employer's point of contact. Within 5 workdays of receipt of the notification, the Union will verbally notify the Civilian Personnel Advisory Center of

the desire to meet and consult. Consultation must be held within 5 workdays after the Union's receipt of the notice. Documentation of issues agreed to in the consultation meeting will be completed and signed by both parties. If agreement is reached on all issues, no further action is necessary.

b. If an issue is not resolved at consultation, the Union will submit its request for negotiations in writing within 5 workdays after the consultation meeting date, unless an extension is mutually agreed to. If consultation is not requested by the Union, the Union must submit its request for negotiations within 10 workdays after receipt of management's proposal. The Union's request will include the Union's proposal (s) and names of representatives who will be serving as Union negotiators. Negotiations will be held within 7 workdays after receipt of the Union's notice, unless both parties agree to extend the period.

c. Failure by the Union to submit a timely request to consult or to negotiate on a proposed change shall constitute a waiver of that right, unless all parties agree that an extension is justified.

Section 4.2. Past practices, which have been established by a long-standing course of conduct and followed by both parties to this Agreement, or established by one party with the acquiescence of the other, will be permitted to continue. However, under the terms and procedures set forth in Section 5.1a of this Article, either party may give notice to the other that it desires to change a past practice.

Section 4.3. No provisions of this Agreement nullifies or abrogates the rights of the employees, Union or Employer which are established by law, executive order or regulations of appropriate authorities, nor shall it relieve the Employer or the Union of the responsibility to consult, and/or negotiate on the policies, practices and procedures used in exercising its rights. To the extent that provisions of any instructions or directives within the discretion of the Employer are in conflict with this Agreement, the provisions of this Agreement shall govern.

Section 4.4. Both parties agree to negotiate in good faith and shall:

a. Negotiate with a sincere resolve to reach an agreement.

b. Meet at reasonable time and place to avoid unnecessary delays,

c. Provide requested data that is not prohibited by law, which will include data:

(1) Normally maintained by the Employer in the regular course of business.

(2) Which is reasonably available for the full and proper discussion, understanding, and negotiation of subjects under review and within the scope of this Agreement. This information/data will not include items that constitute guidance, advice, counsel, or training provided for the Employer relating to collective bargaining.

Section 4.5. Negotiations will be conducted during regular duty hours. Time spent in negotiations shall be official time for Union representatives, if otherwise in a duty status IAW provisions of Section 7.6a.

## ARTICLE 5

### RIGHTS OF THE EMPLOYER

Section 5.1. The Employer has the authority to:

a. Determine the mission, budget, organization, number of employees and internal security practices of the agency; and

b. In accordance with applicable law (

1) 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;

(2) To assign work, and to determine the personnel by which agency operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion and any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 5.2. Prior to effecting actions listed above, Management must provide the Union official notice IAW provisions of Article 4. The Union may request I&I bargaining on:

a. Procedures which management officials observe in exercising any authority under Section 5.1.

b. Appropriate arrangements for employees adversely affected by the exercise of any authority under Section 5.1 by such management officials.

## **ARTICLE 6** **RIGHTS OF THE UNION**

Section 6.1. The Union shall have the right and obligation to represent all employees of the exclusive unit in consultations and negotiations with the Employer. The Union will represent in good faith the interests of all employees in the unit without discrimination

regard to Union membership.

Section 6.2. Prior to implementation of new or changed personnel policies and practices and matters affecting working conditions which are at the discretion of the Employer, the Union shall have the right to consult or negotiate on matters not covered in this Agreement IAW provisions of Article 4.

Section 6.3. An official or steward of Local 1738, AFGE shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the installation and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; and

b. An examination of an employee in the unit by a representative of the agency in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against him and he requests representation. This is commonly known as the "Weingarten Right".

(1) If an employee request representation under the Weingarten provision, a reasonable amount of time will be provided the employee to arrange for Union representation.

(2) Once a year the Union may use the Employer's internal distribution system for the purpose of sending all bargaining unit employees a copy of the "Weingarten Right". This is in addition to the Union's use of the internal mail system outlined in Section 2S.2.

c. The provisions contained in 5 USC Chapter 71, Section 7114 are hereby included as the rights of the Union.

Section 6.4. Union officials will be granted reasonable official time to complete official reports mandated by law, rule or regulation, IAW provisions of Section 7.6.

Section 6.5. Solicitations of membership or dues, and other internal business of the Union shall be conducted during the non-duty hours of the employees concerned.

Section 6.6. The Union President will be furnished advance notice of dates, times, places and purposes of surveys of bargaining unit employees, relating to working conditions and personnel practices or policies. The Union President may request to be present at the meetings with employees. If the subject being surveyed so permits and/or the employee request representation, a Union representative may choose to be present at the discussion between bargaining unit employees and surveying personnel.

**ARTICLE 7**  
**LOCAL UNION REPRESENTATION**

Section 7.1. The Employer agrees to recognize the elected officers, authorized representatives, and stewards appointed by the Union President.

Section 7.2. The Union's representatives (officers, stewards, chief steward, and representatives) appointed/elected shall not exceed the ratio of 1 for every 80 bargaining unit employees. The Union President may appoint 3 additional stewards. At the discretion of the President, activity stewards will be responsible for representing bargaining unit employees in the steward's work area.

Section 7.3. A steward will restrict his activities to representational matters that include, but are not limited to: policies, practices, conditions of employment and safety/health matters that may also include accompanying fire and/or safety personnel during scheduled inspections pursuant to 29 CFR Part 1960, involving employees in the bargaining unit. A steward can act as the Union's representative on committees of which the Union is a member.

Section 7.4. The Union will maintain and furnish the Employer a list of its officers, stewards, chief steward and representatives. The list will also include the employing activity and telephone numbers of officers/stewards/ representatives who are Department of Army employees at the Charlotte Military Entrance Processing Station.

Section 7.5. Union officers and stewards are responsible for representing the interests of the employees in meetings and discussions with management officials concerning representation and work-related matters. Representation should occur at the lowest level at which a matter can be resolved, and the initial point of contact should be the lowest level management official and Union official having responsibility and authority to act. They may investigate and discuss employee complaints and grievances with employees who have knowledge of the matter at hand and with appropriate management officials for the purposes of contributing toward resolution of such on-the-job problems. Time during working hours will be granted stewards for these activities, IAW Section 7.6. Stewards shall not solicit complaints or grievances. However, they should be allowed to give full and complete consideration and assist in processing to completion any complaint or grievance found by the steward to have merit.

Section 7.6. a. If otherwise in a duty status, official time may be used by Union representatives, in the amounts reflected below, IAW provisions of Chapter 71 of 5 USC.

President: Reasonable/Necessary NTE 20 hours a week

Chief Steward: Reasonable/Necessary NTE 6 hours a week

Stewards/Officers: Reasonable/Necessary NTE 3 hours a week

Treasurer: Reasonable/Necessary to complete required Department of Labor reports and audits (No official time is granted for internal Union Treasurer functions)

Section 7.6. b. The following will not be considered in the amount of time reflected in section 7.6 a above:

- (1) Management-called committee meetings, on which the Union is a member.
- (2) Negotiations of a collective bargaining agreement or I&I negotiations, equal to the number of individuals designated by the installation.
- (3) Preparation/participation in FLRA and FSIP negotiation proceedings, except submission of ULPs initiated by the Union.
- (4) Representation of employees, at the employee's request, during an investigation, interview or examination under provisions of Chapter 71 of 5 USC (Weingarten), to include those conducted by LEA, MPI, and CID. This includes the preparation of statements that are required as part of the investigation, etc.
- (5) To serve as witnesses in a third-party hearing, etc., or in an official investigation initiated by Management or as a witness in a grievance meeting.
- (6) Labor-management meetings initiated by Management.
- (7) Responding to Congressional inquiries.

Section 7.7. Bargaining unit employees must obtain permission from their immediate supervisor to leave the work site to see Union representation or have the Union representative visit the employee's work site. Permission will be granted, except where mission requirements require the employee's presence at the work site. If the Union President, or his designee, feels approval of official time was withheld without good cause, he may request in writing that the approving supervisor provide a statement pursuant to the reason(s) for the denial of official time. Such reasons will be provided the Union President within 2 workdays from the receipt of the request.

Section 7.8. Union representatives will provide their supervisors with advanced notice pursuant to the use of official time, except when such notice is impossible due to the representation function. The representative will inform the supervisor of his destination, general nature of the use of official time (grievance, representation, committee meeting, meeting with manager, etc). If the representative cannot complete the representation function during the approved period for the absence, he will report back to work or contact the supervisor to request additional time to be absent from work. If additional time is not granted, the employee will report back to the work site. Permission will be granted unless work requirements require the presence of the representative at work. This will not be applicable to absences for the representative to attend committee meetings, of which the Union is a member. Absence from the work site to perform Union representation functions will be confined to the matters for which approval of the absence

was granted. When there is an appointed Union steward in the same activity as the employee who is seeking advice and/or representative representation, the Union steward and the employee may elect to meet initially in the activity where there exist an office that will provide the necessary degree of privacy, and the employee's initial request for advice and/or representation does not necessitate the preparation of any paperwork, researching rules, regulations or statutes.

Section 7.9. All discussions between bargaining unit employees, Union representatives and Management will remain confidential, except when necessary to the proper resolution of an issue or grievance raised by the bargaining unit employee.

Section 7.10. Official time referenced in this Article refers to time employees would otherwise be in a normal duty status. It is understood that no overtime will be paid for representatives to perform representation functions.

Section 7.11. The Union President will notify the Civilian Personnel Advisory Center and get approval prior to AFGE Representatives visiting the installation to meet with bargaining unit employees in their place of work.

## **ARTICLE 8** **RIGHTS OF THE EMPLOYEE**

Section 8.1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Except as otherwise provided under Section 7102, Title VII, 5 USC, such rights include the right:

- a. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the government, the Congress, or other appropriate authorities.
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this Article.

Section 8.2. The rights described in Section 8.1 above does not extend to participation by supervisory or professional personnel in the management of the Union, or to act as a representative or officer therein. This prohibition against participation in management or representation of the Union does not preclude membership of the above in such organization.

Section 8.3. Each employee shall have the right to bring matters of personal concern personally or through the exclusive representative, to the attention of the Employer.

Section 8.4. The Employer and the Union agree that representatives of both parties will conduct themselves in a businesslike manner and in accordance with the principles of

effective labor-management relations. If an employee feels he has been treated unjustly, he may grieve under the provisions of the negotiated grievance procedure.

Section 8.5. The Employer agrees that employees will be accorded the right to refuse any order that would require the employee to violate law.

## **ARTICLE 9** **UNION-MANAGEMENT MEETINGS**

Section 9.1. Either the Employer or the Union President may request a Union / Management meeting to discuss matters of common interest related to bargaining unit employees, in the interest of establishing and maintaining labor-management cooperation.

Section 9.2. The requesting party will submit its request in writing, providing the issues of concern.

Section 9.3. A meeting will be held within 7 workdays of the receipt date of the request, unless a later date is mutually agreed upon.

Section 9.4. Management attendee(s) will be the appropriate official(s) supervisor(s) at the lowest level, not to exceed the activity Director/Commander, unless the issue is appropriate for command review.

Section 9.5. If issues are not resolved, the requesting party will prepare minutes of the meeting and furnish the other party a copy for comments. Comments, if any, must be furnished the other party within 4 workdays of receipt. The Civilian Personnel Advisory Center will forward the minutes and comments to the Charlotte Military Entrance Processing Station Commander for information and appropriate action, if any, within 10 workdays.

Section 9.6. Union representatives, if otherwise in a duty status, will be on official duty time, without charge to leave to attend the meetings, IAW provisions of Section 7.6.

Section 9.7. If this process does not resolve the issue, the submitting party will be provided written notice of the appropriate Commander's review. The date of receipt of this notice will serve as the starting date for initiation of an Employer or Union filed grievance under Article 37 of this Agreement.

## **ARTICLE 10** **UNION-MANAGEMENT COOPERATION**

The Union and the Employer agree to actively promote strong labor-management relations as envisioned by the Civil Service Reform Act of 1978. Further, both parties agree to share responsibility to support viable programs to combat absenteeism, practices which restrict

production, eliminate waste, conserve materials and supplies, improve the quality and workmanship, and improve the installation safety program.

## **ARTICLE 11** **HOURS OF WORK**

### Section 11.1. Definitions.

- a. Administrative Work Week: A period of 7 consecutive calendar days designated in advance, within which employees are required to be on duty regularly. The Charlotte Military Entrance Processing Station's administrative work-week begins at 0001 hours on Sunday and ends at 2400 hours on the following Saturday.
- b. Regular Hours of Work: An 8-hour work period between the hours of 0600 and 2359 hours.
- c. Tour of Duty: The hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that is scheduled in advance and during which an employee is required to perform work on a regularly recurring basis.
- d. Irregular hours of work: Variance from regular hours of work.
- e. Shift: An 8-hour work period where 16 or 24-hour coverage is necessary for operation.
- f. Rotating Shift : A rotating 8-hour work period on a regularly scheduled basis.
- g. Flexitime: Flexible hours of work with beginning and ending hours agreeable to both Employer and employee that ensures 8 hours of work each day, exclusive of the lunch period. Core time is 0730 to 1600 hours and the employee must be at work during core times.
- h. Compressed Work Schedule: A work schedule for less than 10 workdays in an 80-hour biweekly work period (e.g., 4 ten-hour workdays or any combination thereof to equal 80 hours biweekly).
- i. Alternate Work Schedule: A flexible and compressed work schedule which may be established whereby reporting/departing times and workdays vary, as long as 80 hours is worked biweekly.

Section 11.2. Hours of work are established by the Employer and will correspond with needed work requirements. The Employer agrees that when other than regular tours of duty are necessary, full consideration will be given to providing 2 consecutive days off. Employees will be notified of changes in their tour of duty prior to the beginning of the next administrative workweek. Such changes will be in accordance with applicable laws, rules, and regulations. Selection of employees for changes in tours of duty will be effected in the following manner:

a. Mission requirements will be considered.

b. b. The Employer will make an employee selection based on a rotational basis. Employees will be placed on a memorandum for record for future changes at a minimum of 2 weeks prior to the effective date.

Section 11.3. Section 11.3. The Union will be notified of all tour of duty changes, (i.e., days of work week), except those individuals whose jobs are directly related to the protection of property, security, and who provide essential services to personnel. The Union will be furnished a copy of the notification that is presented to the employee. Further, if an employee's administrative work week includes work between the hours of 1800 of one day and 0600 of the next day, he will be entitled to night pay differential at the rate established by law and/or regulation.

Section 11.4. Permanent part-time employees required to work a 5-hour per day shift will be allowed a 20-minute rest break during each 5-hour period.

Section 11.5. Permanent full-time employees may, at the discretion of the supervisor, be provided a 15-minute break for each 4 hours of continuous work.

Section 11.6. Request for I&I negotiations for implementation of Alternate Work Schedule (AWS) programs may be initiated by the Employer or the Union. The I&I request will specify among other things:

a. the work area(s) affected

b. the number of employees involved, and

c. the reasons for the request

## **ARTICLE 12** **OVERTIME**

Section 12.1. Management retains the authority to determine when overtime work is required. Overtime work will be required as the mission dictates and will be accomplished in an efficient and effective manner. "Regularly scheduled" overtime is that for which the hours of work are set prior to the beginning of the administrative workweek in which it occurs. "Irregular or occasional" overtime is that not scheduled prior to the beginning of the administrative workweek. Compensation for overtime will be in accordance with the Fair Labor Standards Act (FLSA) or other pay provisions. When supervisors direct employees to perform mandatory overtime, the following applies:

a. Nonexempt employees may choose overtime pay or compensatory time off for irregular or occasional overtime worked. If paid overtime, employees shall be compensated in increments of 15 minutes, with 8 minutes being the minimum qualifying for payment.

b. Exempt employees who perform irregular or occasional overtime work and whose basic rate of compensation does not exceed the rate of GS-10, Step 10, may elect overtime pay or compensatory time off for the overtime worked.

c. Exempt employees who perform irregular or occasional overtime work and whose basic rate of compensation exceeds GS-10, Step 10, may be paid overtime or they may be required to take compensatory time off in lieu of overtime pay.

Section 12.2. Opportunity for overtime will be distributed as fairly and equitably as possible among employees with comparable job skills. Consideration for overtime will be given to employees currently assigned to the job on a rotating basis.

Section 12.3. Information concerning overtime hours worked as opposed to that which was offered, but not worked, will be maintained and made available for review, upon request.

Section 12.4. The Employer will notify the employees who are needed for overtime assignments as soon as possible after the determination that overtime is required. It is recognized that in some cases, little or no advance notice may be possible. The Employer may, upon request, relieve an employee from an overtime assignment if the employee's reason is valid and there is another qualified employee available for the assignment. Normally, such employee shall not be offered overtime again until his name is again reached on the overtime list. The Employer will give consideration to allowing employees time to arrange for child care, transportation and other personal arrangements so that overtime may be worked, but these considerations will not be construed a bar to employees having to work overtime.

### **ARTICLE 13** **ANNUAL LEAVE**

Section 13.1. The Employer and the Union affirm that while annual leave is a right provided by law, the time of its use is subject to approval of the supervisor. Annual leave requests from employees will be approved, subject to workload/mission requirements, when made reasonably in advance, and when the absence would not conflict with a previously approved leave schedule.

Section 13.2. To ensure that operational requirements are met and that needs and wishes of employees are considered, it is agreed that IAW the current leave policy, each employee will furnish his supervisor a proposed schedule {upon request from management) for at least 60% of the projected leave for which the employee will use during the leave year, to include 2 consecutive weeks, or more, if approved, for vacation if desired by the employee. By 1 October of each year, the employee will submit to his supervisor a written projected schedule for use of any annual leave in excess of 240 hours. When requested by the employee, the supervisor will assist employees in scheduling leave after 1 October, in an effort to avoid forfeiture of annual leave. The supervisor will resolve with the affected employees any changes to the leave schedule that may be necessary because of workload or employee's changed plans. When annual

leave is denied to the extent the employee would forfeit excess leave, the employee may request to carry over leave in accordance with applicable regulations. The Union recognizes the responsibility of the installation regarding its basic mission and recognizes the right of postponement and/or call back if the efficiency of the government operations entrusted to them cannot be accomplished through other practicable means. An employee will be called back to duty from annual leave for mission accomplishment purposes only. Approval for employees' requested leave will not be unreasonably withheld.

**Section 13.3.** Priority for such vacation leave will be determined by employee's seniority based on total creditable Federal service and/or extenuating circumstances. If workload/mission requirements permit, the supervisor will approve a change in leave selection provided another employee's leave is not disturbed, or where there is mutual agreement for exchange of leave between affected employees. When it is necessary to cancel previously approved leave, and/or deny the specific period requested by an employee, the supervisor will notify the affected employee as far in advance as possible and will explain the reasons for such action.

**Section 13.4.** Where circumstances permit, an employee who request annual leave in order to observe a religious holiday/event associated with the religious faith of the employee will be granted such leave.

**Section 13.5.** Further, where circumstances permit, annual leave or leave without pay may be granted an employee in case of a serious illness or death of an immediate family member. For the purpose of this Agreement, immediate family member means: (1) spouse and his parents; (2) children, including adopted children and their spouses; (3)parents; (4) grandparents; (5) brothers and sisters and their spouses; and (6) "loco parentis".

**Section 13.6.** An adoptive parent may use annual leave for appointments with adoption agencies, social workers, attorneys and court proceeding.

**Section 13.7.** Under provisions of the Family and Medical Leave Act (FMLA) of 1993, Public Law 103-3, eligible employees are entitled to a total of 12 administrative workweeks of unpaid leave for one or more of the reasons listed below. Employees may use annual leave or sick leave (consistent with leave regulations) for FMLA absences. The employee must notify the supervisor of his intent to substitute paid time off prior to the date such paid time off begins. Once an election is made, it cannot be changed.

- a. Birth of a son or daughter and care of newborn (within one year from date of birth);
- b. Placement of a son or daughter with the employee for adoption or foster care (within one year after placement date);
- c. The care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
- d. A serious health condition of the employee that makes the employee unable to perform the essential functions of his position.

**ARTICLE 14**  
**SICK LEAVE**

Section 14.1. The Employer and the Union recognize the insurance value of sick leave and agree to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 14.2. Sick leave, if available, shall be granted an employee in accordance with the current leave policy and prevailing regulations when the employee is incapacitated because of sickness, injury, pregnancy and confinement, or is required to give care and attendance to a member of his family who is afflicted with a contagious disease which requires isolation, quarantine or restriction of movement based on local health regulations, or would otherwise jeopardize the health of others by his presence at his duty station because of exposure to a contagious disease. An employee, except an individual on shift work, who is absent for any reasons stated above shall notify his supervisor at the beginning of the tour of duty (normally within 1 hour after reporting time) on the first day of such absence. In areas where shifts are operated, such notice should be made 2 hours prior to the beginning of the shift. If absence is extended beyond the period initially indicated by the employee, the employee will keep his supervisor informed as to his progress toward recovery and the estimated time of return to duty.

Section 14.3. Sick leave absences in excess of 3 consecutive workdays must be supported by a medical certificate to be submitted to the first-line supervisor within 5 workdays after return to duty: However, an employee may submit a written statement to the first-line supervisor explaining the nature of the illness and/or other appropriate use of sick leave. Such statements will be accepted in lieu of a medical certificate when: (1) The period of sick leave does not exceed 5 consecutive workdays; (2) the statement offers a reasonable explanation acceptable to the first-line supervisor for the sick leave absence and why a medical certificate was not obtained; and (3) The employee is not under sick leave restrictions.

Section 14.4. For purposes of this Article, "medical documentation," refers to a statement/document signed by a physician or medical practitioner that certify medical services that include, but are not limited to: medical examination, medical consultation, medical testing, treatment, and/or incapacitation, and the dates when such medical services and/or incapacitation occurred. An application for leave, i.e., Standard Form 71, is acceptable medical documentation for sick leave absences when signed by a physician or practitioner, certifying the dates when medical services were provided and/or dates when incapacitation occurred.

Section 14.5. Management may require employees to furnish a statement signed by a physician or other practitioner certifying the incapacitation, examination, treatment, and the period of disability or period the employee was receiving professional treatment. Such a requirement will be furnished to the employee in writing. The notification of sick leave restriction will indicate why the employee is being placed on restriction and identify a specific period of time (not to exceed 6 months from the date of notification)

that the employee will be under sick leave restriction. A copy will be forwarded to the Union President. If an employee has received such a notice, the employee must furnish a certificate for each absence from work that the employee desires to charge to sick leave or other leave in lieu of sick leave. Any additional abuses of sick leave usage will be subject to counseling, the imposition of an additional period of restriction or disciplinary action. If an employee believes that his supervisor has imposed sick leave restrictions without good cause, the employee may grieve the imposition under Article 33 of this Agreement.

Section 14.6. Employees who are pregnant may use sick leave, annual leave, and/or leave without pay for maternity absences for the period covered by a physician's statement for confinement prior to delivery and postpartum.

Section 14.7. Annual leave or Leave Without Pay may be granted a male employee for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons.

Section 14.8. In cases of serious illness, protracted illness, or disability, sick leave up to 30 days (240 hours) may be advanced to employees, except those serving on limited appointments, in accordance with appropriate regulations.

Section 14.9. The Employer agrees, when requested, that light duty assignments may be arranged for employees for purposes of hastening their return to full duty status following acute or chronic illnesses and/or injury. Such request must be accompanied by a physician's note or other acceptable form of documentation indicating the types of duties the employee may perform without aggravating or complicating the illness/injury. An employee who is being processed for disability retirement will be considered for a limited duty position, if requested by the employee. If, after due consideration, there is no limited duty position offered, the employee may utilize sick, annual leave, and/or leave without pay (LWOP) until a submitted disability application is approved or disapproved. Employees who are temporarily unable to perform all of their regularly assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, may be detailed to other work assignments as long as efficient use can be made of their skills. The employee's regularly assigned duties may also be temporarily tailored to other physical limitations. Employees temporarily prohibited from performing certain duties because of medications which inherently limit the employee's ability to perform his duties, or cause the employee to be predisposed to injury or death, will be given priority consideration for any appropriate and/or available assignment.

Section 14.10. An approved absence which would otherwise would be chargeable to sick leave may be charged to annual leave, upon request of the employee.

Section 14.11. Under provisions of the Family Medical Leave Act (FMLA) of 1993, Public Law 103-3, eligible employees are entitled to a total of 12 administrative work weeks of unpaid leave for one or more of the reasons listed below, provided they fulfill the necessary notification and certification requirements. Employees may use annual leave or sick leave (consistent with leave regulations) for FMLA absences. The employee

must notify the supervisor of his intent to substitute paid time off prior to the date such paid time off begins. Once an election is made, it cannot be changed. a. Birth of a son or daughter and care of newborn (within one year from date of birth);

b. Placement of a son or daughter with the employee for adoption or foster care (within one year after placement date);

c. The care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or

d. A serious health condition of the employee that makes the employee unable to perform the essential functions of his position.

### **ARTICLE 15** **EXCUSED ABSENCES**

Section 15.1. Absences under the circumstances listed below may be without charge to leave or loss of pay. In most cases, however, prior approval of the supervisor must be obtained by the employee for such absences:

a. Blood donations (up to 4 hours on date of donation).

b. Grace period for occasional, brief, and unavoidable tardiness in reporting for work, NTE 59 minutes.

c. Taking Civil Service examinations for their current positions or tests under Merit Promotion Program.

d. Discontinuance of work because of extreme weather conditions or other acts of God, if the decision to release employees from duty has been made by appropriate officials.

e. Emergency rescue or protective work.

f. Time lost by employee because of illness resulting from administratively required vaccinations or immunizations, with medical certification.

g. Emergency treatment from private physicians pursuant to on-the-job injuries to the extent the time falls within prescribed hours of work for the day of injury.

h. Seeking Union representation, and/or discussing complaints under the negotiated grievance procedure.

i. Registration and voting.

j. Closing of work activity due to shortage of fuel or power failure or suspension of operations.

k. Directed training and/or counseling for an employee who was reassigned/changed to lower grade as result of a reduction in force.

l. To perform training or teaching assignments, as an agency representative, directed by the Employer.

## ARTICLE 16 LEAVES OF ABSENCES

Section 16.1. The Union may designate employee members as representatives elected or appointed to a Union Office necessitating a leave of absence. Upon written notification to the Employer by the Union, such employee shall be granted leave without pay to the extent permitted by the work situation, and not in excess of 12 months per individual.

Section 16.2. The Employer recognizes the obligation to provide employment at the grade the employee held when granted a leave of absence, or at any changed grade to which assigned during the absence through reduction-in-force or reclassification of the position. Pay under such continued employment would be fixed in accordance with governing regulations. However, the preceding provision would not be applicable if the employee was reached for separation by reduction-in-force during a leave of absence and had no rights to continued assignment under reduction-in-force regulations.

Section 16.3. Employees may be granted a leave of absence when approved by appropriate authority.

## ARTICLE 17 JOB DESCRIPTION

Section 17.1. Job descriptions containing supervisory controls, major duties and working conditions are furnished each employee.

Section 17.2. When job descriptions reflect "Performs other duties as assigned", it means that assignments of duties are not limited by the content of the job description. It should be noted that incidental duties which are inappropriate to an employee's position and/or qualifications are not anticipated to be a normal part of the employee's regularly assigned duties.

Section 17.3. Position descriptions shall be changed as necessary in accordance with current rules and regulations.

Section 17.4. Dissatisfactions or complaints regarding descriptions of tasks assigned may be processed in accordance with current regulations.

Section 17.5. An employee who feels he is performing duties other than those in the job description, or that the position is inaccurately described or classified, may request

review through supervisory channels or through higher level review as outlined in appropriate regulations.

**ARTICLE 18**  
**EMPLOYEE RECORDS MAINTAINED BY ACTIVITY**

Section 18.1. Activities should maintain a personnel file for each employee. It should contain the following: home telephone number (if not unlisted), employee's next of kin and the name of an individual who should be reached in case of an emergency relating to the employee, positive accomplishments by the employee, training completed by the employee and performance and conduct counseling. The file should:

- a. Preferably be maintained by the first-line supervisor.
- b. Maintained in such a manner that would preclude unauthorized access by person who have no official need for the information.
- c. Be available for review by the employee and a Union official designated as the employee's representative in matters covered by this Agreement.
- d. Be available for review by an employee, upon his request.

Section 18.2. An employee will be notified immediately by his supervisor if any negative or adverse correspondence is included in the file regarding performance or conduct. Under such circumstances, the employee will be requested to initial the documentation, and may at his election, enter a brief statement if he is not in agreement with the subject comment(s). If an employee signs/initials and dates the entry, it does not indicate agreement or concurrence. His signature/initials indicate only that he was made aware of the adverse correspondence. If the employee wishes, he may submit a grievance regarding negative comments by filing a grievance under Article 33 of this agreement. An employee is encouraged to initial/date the supervisor's comment, even if he elects not to make a comment.

Section 18.3. Section 18.3. Entries on documents in the file should be made in a timely manner. The Employer and the Union agree that supervisors, management officials, or other authorized personnel will not alter adverse comment(s) placed on documents in the file.

Section 18.4. All adverse comments will be removed from an employee's records maintained by supervisors after twelve (12) months, unless the employee is in a Performance Improvement Period (PIP) and the entry relates to performance. (Exempted from this requirement are memorandums of reprimands, which are still active and records of suspensions, changes to lower grade and removals for just cause).

Section 18.5. Positive or negative performance counseling may be entered on the employee's Counseling Checklist (for base system employees) and Evaluation Report Support Form (for senior system employees) or a memorandum may document the

counseling. If a memorandum is used, a reference to the counseling will be reflected on the checklist or support form. Employees will be provided the original of the counseling memorandum and requested to sign receipt on the file copy.

## **ARTICLE 19** **EMPLOYEE SERVICES**

Section 19.1. Some Morale Welfare and Recreation (MWR) activities and privileges are available to civilian employees and their dependents on a space/use available basis. Employees must have civilian ID card and their dependents must also have ID cards to utilize MWR facilities. ID cards may be obtained by a civilian employee for a family member by contacting MWR Operations.

Section 19.2. Some of the facilities civilian employees may not use are:

- a. Commissaries
- b. Post/Base Exchanges
- c. Theaters
- d. Class VI Stores
- e. Post/Base Gas Stations

## **ARTICLE 20** **SAFETY AND OCCUPATIONAL HEALTH**

Section 20.1. The Employer and the Union will exert every effort to provide and maintain safe working conditions and health protection for the employees. The Employer and the Union will cooperate to that end and will encourage personnel to work in a safe manner, and to promptly report to their supervisors any injuries sustained or unhealthful working conditions in the performance of their duties. An employee has a right to file a complaint with OSHA about unsafe and unhealthful working conditions. The Union and Employer encourages the employee to first report unsafe and unhealthful working conditions to supervisory personnel and/or the appropriate Safety Office.

Section 20.2. Employees are entitled to the following rights related to safe and healthy working conditions:

- a. To places and conditions of employment that are free from recognized hazards.
- b. To be informed of provisions of abatement plans for hazards to which they are exposed;

c. To report unsafe and unhealthful working conditions to appropriate officials and the right to anonymity. Safety violations that have not been corrected in a reasonable amount of time may be presented to the Union.

Section 20.3. The Employer will take reasonable steps within available resources to attain and maintain adequate ventilation, heating and cooling in all occupied buildings where the absences of such environmental controls would adversely affect the health, welfare, morale, efficiency and effectiveness of the employees therein. Moreover, the Employer also agrees to take reasonable steps to attain and maintain ambient air quality standards IAW the Clean Air Act (42 USC 7407(d)), as amended, and other applicable OSHA and EPA clear air regulations.

Section 20.4. It is a supervisor's responsibility to maintain a safe work environment for employees.

a. When extreme temperatures exists in the work area and air conditioning/ventilation or heating is not adequate, the following actions will be considered:

(1) Movement of employees to facilities that provide a more comfortable work environment.

(2) Effect a liberal leave policy, if employees' services are not needed.

(3) Change reporting time, when the situation exists for more than 1 workday.

(4) Group dismissal after approval by appropriate authority when none of the above accommodations can be made, or environmental conditions are too extreme.

b. Special consideration will be given to granting leave to employees with documented medical condition(s) during the period of extreme temperatures. It is the employee's responsibility to provide the supervisor with documentation. This documentation should be submitted to the supervisor in advance or concurrent with extreme temperature aberrations.

c. The parties understand that extreme temperatures are inherent to some jobs and facilities, and the above considerations would not be applicable. However, more frequent breaks should be permitted when extreme temperatures exist.

d. On rare occasions, the Employer may make determinations that work requirements will continue during extreme weather conditions.

e. Supervisors have authority to release "essential" employees during adverse weather on a case-by-case basis.

## **ARTICLE 21** **DISCIPLINARY AND ADVERSE ACTIONS**

Section 21.1. The parties agree that disciplinary and adverse actions will be based on just cause and be consistently applied equitably and promote the efficiency of the Federal service. In some instances, counseling or other informal means may be used to correct the situation. Supervisor's most effective means of maintaining discipline is through the promotion of cooperation; of sustained good working relationships, and of self-discipline and responsible performance that is inherent in the Federal workforce.

Section 21.2. Under the Weingarten Rule, if an employee has a reasonable belief that an investigation by the agency will result in disciplinary action against him and the employee requests Union representation, a reasonable amount of time will be provided the employee to arrange for Union representation (see Section 6.3b).

Section 21.3. The effective date for reprimands and suspensions of less than 14 calendar days will be no sooner than 5 workdays from the date of receipt of the decision letter. In computing 5 workdays, the date of receipt is not included.

## **ARTICLE 22** **REDUCTION IN FORCE**

Section 22.1. Understanding that a Reduction In Force (RIF) adversely impacts morale and productivity, both Management and Union agree that (1) maximum efforts will be made to communicate information about RIF rights, rules and procedures to employees, supervisors and union officials and (2) every reasonable effort will be taken by both management and union officials to reduce adverse impacts of a RIF action on employees and their respective missions. To this end:

a. Management will maintain information on the Civilian Personnel Advisory Center (CPAC) web site to educate employees, supervisors and management/union officials about RIF rules and procedures. A section on Frequently Asked Questions will be included. Where employees do not have access to or the knowledge to access this web site, Management officials will provide assistance where needed.

b. CPAC will conduct group briefings on RIF rules and procedures if requested by a Director/Commander.

c. Employees who receive a RIF notice, upon their request, will be provided a personal interview with CPAC.

Section 22.2. A reduction in force will be conducted in strict accordance with applicable laws, rules, provisions of this Negotiated Agreement and Impact and Implementation (I&I) agreement(s). Where possible, this information will be included on the CPAC web site.

a. Management officials' decisions to abolish positions should be made on mission requirements / budget restrictions and should be made on a fair and equitable basis.

b. Management will not withhold valid vacancies for the purpose of avoiding their use in the RIF process.

Section 22.3. Management will inform the Union of the necessity and reasons for a RIF as far in advance as practicable, but not later than 14 calendar days prior to the RIF being conducted by the Civilian Personnel Operations Center (CPOC). Management agrees to inform the Union of the extent of the reductions and anticipated effective date as soon as this information becomes available. The Union, in turn, agrees to abide by any official restrictions imposed on the use of this information.

a. The Union may submit a request for I&I negotiations. An I&I request must include the Union's proposals and be submitted within 14 calendar days after receipt of the official notice of the RIF.

b. Management and Union may mutually agree to additional arrangements, other than those outlined in this article or the I&I agreement(s).

Section 22.4. Management retains the right to determine reduction in force (RIF) competitive areas. Prior to a change in the competitive area(s), the Union President will be notified, in writing, of the proposed change. The Union has the right to provide its views/input prior to changing the competitive area. By allowing the Union to provide its views/input, Management is not agreeing to bargain about competitive areas.

Section 22.5. Management determines the timelines for conducting the RIF. Management determines the cut-off date for appraisals to be received in CPOC for consideration in the RIF process. The cut-off date will not be more than 240 days prior to the RIF effective date. Management notifies the Union of the timelines for conducting the RIF and the cut-off date for appraisals.

Section 22.6. Management will provide the Union a listing reflecting the placements / separations of bargaining unit employees, prior to issuance of RIF notices. The Union will also be notified of changes subsequent to the initial notice. The Union agrees to keep the information confidential until the notices are issued.

Section 22.7. The Union President or his designee may review the retention register no later than 14 calendar days after the RIF notices are issued.

Section 22.8. Management agrees to provide a 60-day notice period to employees prior to the effective date of the RIF action, with the following exception. (EXCEPTION: If more than 50 employees are scheduled for separation, employees receiving separation notices will be provided a 90-day notice period.)

Section 22.9. Upon receipt of a RIF notice, the employee will be afforded five (5) calendar days, not counting the date of receipt, to accept / decline the RIF offer. Management agrees to provide an employee a new notice period should he / she receive a worse offer.

Section 22.10. Employees are considered for RIF placements based on their permanent position. Temporary promotions of affected employees will be terminated on the RIF effective date, unless Management takes action to extend the temporary promotion.

Section 22.11. If an employee submits medical documentation that he/she is "handicapped" under provisions of the Rehabilitation Act of 1973 (i.e. has a medical condition that impacts on one of life's major activities), the Employer will consider restructuring a position and/or making other reasonable accommodations that are necessary for placement of the employee in the identified RIF placement position. If additional medical documentation is needed, the employee is responsible for furnishing it at his/her own expense or undergoing a medical examination conducted by the Employer.

Section 22.12. A full-time employee may not be involuntarily assigned to less than a full-time position.

Section 22.13. When there are ties in seniority when determining order of release from competitive level, employees will be released based on the last digit of their social security number, in descending order.

Section 22.14. Management agrees in crediting personnel for performance to retain the same crediting manner and methodology as utilized in previous RIFs (i.e. 20, 16, 12). In such cases, the summary levels (Level 1 through Level 5) contained in 5 CFR 430 will be used to convert an appraisal, received under another Federal activity's pattern of summary levels to the pattern of summary levels used under the Department of Army appraisal program. Module ratings will be used for missing ratings.

Section 22.15. Severance pay calculations will be furnished eligible employees who receive separation notices, within 30 days of receipt of the RIF notice.

Section 22.16. If Management waives OPM qualification standards for a vacant position, it will provide training it deems necessary for the employee placed in the vacancy. Directed training will be at the Employer's expense.

Section 22.17. Upon receipt of a RIF notice, should an impacted employee detect that he/she was not provided the appropriate veterans preference based on action initiated by the employee prior to issuance of the RIF notice, the employee will be allowed to provide the appropriate documentation. Appropriate action(s) will be taken to reflect such preference if Management, CPOC or CPAC failed to take appropriate action when the employee initiated the action.

Section 22.18. At an employee's request, the Employer agrees to provide a disposition regarding the employee's last three (3) performance appraisals in order to replace any missing or miscoded appraisals before the RIF begins.

Section 22.19. Employees who have received a RIF separation or change to lower grade notice:

a. May be granted a reasonable amount of administrative leave, NTE 10 hours, during periods they would otherwise be in a duty status, solely for the purpose of being interviewed for other jobs. Employees using administrative leave may be requested to furnish the Employer documentation certifying that the employee utilized such leave for the purpose of a job interview. Employees are entitled to such leave only during the tenure of the notice period. Exceptions can be made on a case-by-case basis.

b. May contact appropriate Fort Jackson offices for stress management assistance, coping classes, etc. Employees who elect to attend classes conducted by Fort Jackson personnel may do so in a duty status during normal duty hours, if mission requirements permit.

c. Will be afforded Priority Placement Program (PPP)/Outplacement assistance IAW applicable regulations and law. Additional information may be obtained at the CPAC web site. The CPAC web site will provide a link to the North Carolina Employment Security Commission for employees to obtain unemployment information.

Section 22.20. An employee who receives a RIF separation notice:

a. May use the services of the Fort Jackson Army Career & Alumni Program (ACAP) office without charge to leave during the notice period. Use of ACAP after the notice period will be limited to what is authorized by rule, law or regulation.

b. May use a government computer during duty hours to access Internet employment information, etc. and submit applications. Note: Should the recruiters and/or job placement agencies require payment for services, it is the employee's responsibility to pay for such services rendered to them. The employee cannot commit the government or Union to pay for such services.

Section 22.21. If an employee is referred for promotion via PPP procedures and not selected, the Union President will be furnished the reason the other individual was selected, upon request.

Section 22.22. An employee may volunteer to replace an employee who has been identified for a RIF separation, if law permits. The following procedures will apply:

a. The employee identified for separation must sign an agreement to be replaced by a volunteer.

b. A volunteer can replace only an employee who is qualified to perform the duties of the employee who is scheduled for separation. If more than one volunteer qualifies, priority will be given to the volunteer with more senior service computation date for leave. Volunteers will be counseled and must sign an irrevocable election form and notice of ineligibility for VSIP because they will be playing in the RIF, before CPOC furnished notification of the substitute. If a volunteer, who has signed the form cannot be used to save a person, the volunteer will be notified and his/her signed form becomes moot.

c. Upon separation, a volunteer is eligible for all benefits afforded a separated RIF employee.

Section 22.23. Upon receipt of a RIF notice and prior to the effective date of the RIF action, a bargaining unit employee may use the following expedited problem solving procedures to redress a RIF action. It should be noted that once the RIF action has been effectuated, an employee cannot file a grievance on a RIF action under the negotiated grievance procedures of this contract (see grievance exclusions in Section 33.2).

a. An employee who wishes to file a complaint pursuant to an impending RIF action must do so within 20 workdays after receipt of the RIF notice.

b. A meeting will be held, if requested by the employee or the Union on behalf of the employee, with appropriate CPAC personnel in an attempt to resolve the employee's complaint prior to forwarding the complaint to the Step 4 grievance official. Such meeting will be held within five (5) workdays after receipt of the complaint, except as extended by mutual agreement. A memorandum for record will be prepared if the employee's complaint is resolved as a consequence of the informal meeting with CPAC.

c. If the complaint is still unresolved, the complaint will be forwarded to the appropriate Commander in accordance with Step 4 grievance procedures set forth in the grievance procedures outlined in the negotiated agreement. A memorandum of record will be prepared if the employee's complaint is resolved or remains unresolved at the Step 4 level. The Commander's decision cannot be submitted to arbitration.

### **ARTICLE 23** **FIXING PAY**

Section 23.1. The Employer will adhere to applicable laws and regulations in fixing pay rates. Full consideration will be given to employee qualification and career status. Current regulations will be followed in making salary adjustments for promotions, demotions and transfer eligibles. Uniform consideration will be given all employees within regulatory guidelines.

Section 23.2. When an employee has been selected for a higher-graded position and is due a within-grade increase within two pay periods of selection, the employee may request the effective date of the promotion be held in abeyance until concurrent or the first pay period after receipt of the within grade increase. The losing and gaining activities must agree. If the request is not approved, the employee will be placed in the higher graded position. This is applicable only to permanent promotions.

### **ARTICLE 24** **TRAINING AND EMPLOYEE DEVELOPMENT**

Section 24.1. The Employer and the Union agree that the training and development of employees is a matter of importance to develop skills, knowledge and abilities to perform their official assigned duties and to maintain an efficient staff. The Employer will make efforts to provide assignment, recognition and opportunity for training of employees when the need for training is related to the individual's officially assigned duties. The Union will encourage employees to avail themselves to available training and development opportunities and discuss training needs with their supervisors. Identified training needs will be discussed during performance appraisal reviews. Mandatory training and development needs directed by supervisors will be accomplished at the Employer's expense.

Section 24.2. The Union may make written or verbal recommendations to supervisors, managers, directors, or the Civilian Personnel Advisory Center relative to the training of bargaining unit employees, to include suggestions relating to new or revised seminars and needed skills training. The Employer will provide the Union an opportunity to attend formal discussions pertaining to new and/or significantly changed training criteria requirements for retention of the employee(s).

Section 24.3. In recognition of the mutual advantages to the employer and to the employee, the Employer agrees to give first consideration to employees in the current positions when training is determined to be necessary for new skills or improving existing skills. Selection for such training shall be consistent with the criteria in applicable regulations, to include special program requirements that relate to equal employment opportunity. The Employer agrees to assist in every reasonable means to carry out identified training needs of employees.

## **ARTICLE 25** **UNION AND EMPLOYEE FACILITIES AND SERVICES**

Section 25.1. The Employer agrees to provide the use of sufficient space on all official bulletin boards which Management has on its premises. Further, the Employer and the Union agree they will maintain the integrity of all Union postings on all bulletin boards, and will take all steps necessary to accomplish the same. The Union recognizes its responsibilities to ensure no material containing propaganda against or attacks on the Agency, other employee organizations, individual or activities of the Federal government is posted on such boards. The Union is responsible for removing all material posted by the Union.

Section 25.2.

a. Upon request, the Employer will furnish the Union with a list of names, organizational units of employees in the bargaining unit, no more frequently than twice in a 12-month period at no cost to the Union.

b. Upon request, the Employer will provide the Union a list of names and organizational units of non-unit employees, no more frequently than once during a 12-month period.

The Union may request a listing of an individual activity and such listing will be provided if pursuant to a Clarification of Unit Petition or other administrative action, where the Union requests clarification of the disposition of employees or group of employees. Section 25.3. The Employer agrees to provide separate restrooms in all areas where employees are working, to the extent practicable and subject to available resources.

Section 25.4. The Employer agrees to provide a refrigerator in each work area where a significant number of employees bring their lunches, when authorized by an appropriate DA Table of Allowances and within available resources. Subject to compliance with appropriate regulations and prior approval by the Employer, employees may be allowed to use small electrical cooking appliances and coffee makers. Employees will be responsible for maintaining the area of the appliances in a clean and sanitary condition.

Section 25.5. The Employer agrees, insofar as practicable, to provide special reserved parking spaces for all employees with a handicap which impedes walking. The Employer also agrees to comply with the reasonable accommodations provision contained in the Handicapped and Accessibility Acts.

Section 25.6. The Employer agrees, insofar as practicable, to provide sufficient parking spaces for employees near their work locations.

## **ARTICLE 26** **PRINTING AND DISTRIBUTION OF AGREEMENT**

Section 26.1. The Employer agrees to type the Agreement and provide a copy to the Union President for verification of accuracy, punctuation, etc.

Section 26.2. Management and the Union are responsible individually for costs relating to the printing of this Agreement. A copy of the Agreement will be posted on the CPAC website.

Section 26.3. The Union will make distribution of the Agreement to its bargaining unit employees. The Employer agrees that the Union may use the Charlotte Medical Briefing Room for the purpose of providing a briefing, NTE 1 hour, to the bargaining unit workforce regarding the content of this Agreement. If mission requirements permit, bargaining unit employees who wish to attend will be released from duty to attend. The briefing must be conducted within 180 days from the execution of this Agreement.

## **ARTICLE 27** **PERFORMANCE APPRAISALS**

Section 27.1. Management and Union reaffirm that performance evaluation is the continuing process by which the supervisor makes an assessment of the employee's performance and provides feedback to the employee on a regular basis. Employees

should be recognized for their achievements, counseled and assisted in areas in which they can improve, and encouraged to develop professionally, in order to perform at their fullest potential. Further, performance evaluation encourages the supervisor to tell the employee what the work unit is doing; allows the supervisor to tell the employee what he is expected to be doing {what, how, and by when); and allows the employee to tell the supervisor what the employee would like to do now and in the future, how the ratee thinks the job could be done better, and what help and/or training the employee thinks is needed.

Section 27.2. Each employee will receive a performance plan prior to the beginning of his annual rating period, normally within 30 days. Newly assigned supervisors will review and discuss performance plans with subordinate employees no later than 30 days after their arrival. Similarly, supervisors will review and discuss performance plans with new employees within 30 days of their arrival.

a. Performance plans and associated expectations will correspond to the duties referenced in the employee's job description or set of duties for details.

b. Performance plans, expectations, responsibilities and other performance criteria will be updated in a timely manner when mission changes occur.

c. Absolute standards and expectations often serve as inappropriate means of achieving quality performance. As such, they should be avoided if at all possible. However, absolute standards and expectations may be appropriate when a single performance failure could result in injury, death, breach of security, or great monetary loss.

Section 27.3. Supervisors should periodically advise employees of their performance progress during the rating period. However, at a minimum, supervisors will hold a face-to-face progress review and performance counseling session at the midpoint of the employee's rating period. The matters discussed in such sessions will be held in strict confidence by the supervisor and others who may have a need to know regarding performance matters.

Section 27.4. Employees will be notified when their performance falls to the unsuccessful level. The notice of unacceptable performance will include:

a. Specific instances of unsuccessful performance that caused the employee to fall below an acceptable level.

b. Identification of the specific performance requirements of the employee's performance plan involved in each instance of unsuccessful performance.

c. When the employee is provided an opportunity to demonstrate acceptable performance during a performance improvement period (PIP), the notice of unacceptable performance will state:

(1) What the employee must do to improve his performance to an acceptable level.

(2) The length of the PIP.

(3) The supervisor will be available to assist the employee toward achieving acceptable performance, to include opportunities to meet with the supervisor as necessary to discuss the employee's performance during the PIP.

(4) That unless performance improves to an acceptable level during the PIP for that job requirement/objective and maintained for a one year period from the date of the notice, the employee may be changed to lower grade or removed, without being placed in a subsequent PIP.

(5) If, because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed, and the employee's performance continues to be acceptable for one year from the date of the notice, any entry, notation or other instrument referencing unacceptable performance for which the notice was issued shall be removed from all records relating to the employee.

Section 27.5. Civilian performance ratings should be completed in accordance with the activity's established internal date and will be submitted within 45 days after the end of the rating period.

Section 27.6. Employees who are dissatisfied with their performance ratings or other aspects of the performance evaluation process may file a grievance under the appropriate provisions of Article 33 of this Agreement.

## **ARTICLE 28** **EEO AND UPWARD MOBILITY**

Section 28.1. The Employer and the Union strongly endorse and will actively support the intent, principles, and objectives of the Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967, Architectural Barriers Act of 1968 and Rehabilitation Act of 1973 and other appropriate legislation. The parties further agree to utilize their respective roles to assist in the resolution of complaints of discrimination upon request by a bargaining unit employee.

Section 28.2. An employee makes the necessary choice of form (EEO or grievance procedure) when he files a written grievance under provisions of Article 33 of this Agreement.

## **ARTICLE 29** **CIVIC RESPONSIBILITIES**

The Employer and the Union recognize the value of employee participation in civic activities and special programs approved by the Department of Army and encourage all employees in the unit to work toward community improvement and sound government.

**ARTICLE 30**  
**ORIENTATION OF NEW EMPLOYEES**

The Employer agrees to provide the Union a reasonable amount of time to present its welcoming orientation to new bargaining unit employees during the New Employee Orientation.

**ARTICLE 31**  
**TRAINING OF UNION REPRESENTATIVES**

Section 31.1. The Union is solely responsible for selection and presentation of training provided Union officials and/or stewards. The Employer agrees to grant official time to employees who are Union officials and/or stewards for the purpose of attending labor relations training. Official time for training purposes will not exceed 500 hours per calendar year beginning on 1 January each year. An individual's training time will not exceed 48 hours per calendar year.

Section 31.2. Union officials and/or stewards will be authorized a one-hour lunch period for training. The Union is solely responsible for the selection and presentation of such training. Attendance of such training will not be deducted from the hours authorized in Section 31.1.

**ARTICLE 32**  
**RETIREMENTS AND RESIGNATIONS**

Section 32.1. The Employer agrees to provide employees who have scheduled retirement information on their rights and benefits an opportunity to attend retirement counseling or briefing sessions scheduled by the Employer. Retirees are encouraged to participate in nearby Post retirement ceremonies to recognize civilian and military retirees.

Section 32.2. An employee who announces that he is resigning or has resigned should be asked to submit his resignation in writing, signed and dated, stating the effective date and reason for the resignation.

Section 32.3. An employee's request to withdraw a resignation must be submitted in writing prior to the effective date. Such request will be granted, except:

- a. When the employee's position has been abolished or is scheduled to be abolished, or
- b. A commitment of the position to be vacated has been made to someone else.

Section 32.4. The decision to deny an employee's request to withdraw his resignation, including the reasons therefore, must be provided the employee in writing. Consideration will be given to the request submitted by an employee after the effective date, if regulations permit reinstatement of the employee.

**ARTICLE 33**  
**EMPLOYEE GRIEVANCE PROCEDURE**

Section 33.1. COMMON GOAL: The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly and in an orderly manner that will maintain the mutual self-respect, promote efficiency and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 33.2. This shall be the exclusive procedure available to the parties and the employees in the unit for resolving grievances. For purposes of this Agreement:

a. A grievance by a bargaining unit employee or group of employees is a request for personal relief in a matter of concern or dissatisfaction to the employee or group of employees concerning the interpretation, applications and/or violation of this Agreement; or the interpretation or application of department regulations with respect to personnel policies, practices and other matters affecting working conditions. An employee grievance may include relationships with supervisors and officials, which are within the scope of authority of the Employer.

b. Matters excluded from consideration under these procedures are:

- (1) Claimed violations relating to prohibited political activities.
- (2) Retirement, life insurance or health insurance.
- (3) A suspension or removal for National Security reasons (Section 7532).
- (4) Any examination, certification or appointment.
- (5) The classification of any position which does not result in reduction in grade or pay of an employee.
- (6) Withholding of a within-grade increase (if otherwise appealable to the Merit Systems Protection Board (MSPB)).
- (7) Non-selection from a properly constituted referral list.
- (8) Separation actions of probationary/trial employees (career-conditional and term appointments) based on conduct before or after employment or unsatisfactory performance.
- (9) Non-receipt of monetary/honorary or suggestion awards, except where non-receipt was based on disparity.
- (10) Grievances involving the filling of positions not included in Local 1738's bargaining unit.

(11) The return of an employee to his position from which the employee was temporary promoted, except when the employee continues to perform the higher level duties.

(12) Notice of a proposed disciplinary/adverse action.

(13) Reduction-in-force actions.

(14) Performance standards and elements of an employee's performance plan that are IAW governing directives (i.e. applicable law, rules or regulations).

(15) All determinations of coverage by, or exclusions from, the provisions of the Fair Labor Standards Act, and all claims pertaining to entitlement under the provisions of the Fair Labor Standards Act.

Section 33.3. Employees, employee representatives and all other persons involved in the presentation of the grievance will be free from restraint, interference, coercion, discrimination and reprisal.

Section 33.4. Questions as to whether issues are grievable or arbitrable will be referred to an arbitrator for decision.

Section 33.5. Both parties recognize the importance of settling complaints and grievances promptly and equitably at the lowest possible level of management, and agrees hereby to do so. Both parties agree not to perpetuate complaints or grievances, but rather will take necessary actions to resolve them in a equitable and expeditious manner.

Section 33.6. If an employee desires a Union-designated representative, he must specify this in writing. Only a Union official/steward may serve as a representative of an employee who files a grievance under this procedure. If the grievant elects to represent himself and does not have a designated representative, the Employer must provide the Union an opportunity to be present at grievance meetings or discussions with the grievant because they are formal meetings.

Section 33.7.

a. The number of attendees at a grievance meeting will be kept to a minimum. Attendees should be limited to the grievant, his representative, the management official conducting the meeting and the Subject Matter Expert (SME) having knowledge relating to the grievance.

b. An employee, his designated representative or the Employer may submit statements from witnesses or individuals having pertinent knowledge of the issue(s) being grieved. The statements will be voluntarily submitted. Individuals will be free from restraint, interference, coercion, discrimination or reprisal by the Employer, the Union or the grievant, as a result thereof.

c. At one of the steps, excluding binding arbitration or the grievance procedure, the parties shall be permitted to call witnesses. Employee witnesses, if otherwise in a

duty status, will be considered to be in duty status during such participation. Witnesses will serve voluntarily and will be expected to provide, full and complete information/testimony, and will not be subjected to any restraint, coercion, discrimination, or reprisal as a result thereof. The time that employees are kept from their work site to give testimony will be kept to a minimum. If the employees are management witnesses, the Employer is responsible for notifying the witnesses of the meeting date, etc. If the employees are the grievant's witnesses, the grievant and/or representative will be responsible for notifying the witnesses of the meeting date. The other party must be furnished a list of witnesses at least 2 days before the meeting date. The Employer will take reasonable action to ensure the grievant's witnesses are present.

Section 33.8. If otherwise in a duty status, an aggrieved employee and designated representative shall be granted a reasonable amount of time off without charge to leave or loss of pay to secure advice, obtain information, prepare documents and present the matter before a proper forum (i.e., supervisor, management, arbitrator, hearing examiner, etc.). The Union agrees to perform such in an expeditious manner. Representational duties will be in accordance with applicable sections of this Agreement, rules and regulations governing such.

Section 33.9. Upon request, an employee or the designated representative will be furnished information from official records which have a bearing upon the grievance subject to necessary requirements of security and confidentiality of information. This includes, but is not limited to documents/evidence relating to the Employer's decision making process pursuant to action(s) taken by management that adversely impacts the employee. In addition, they will be provided full access to and, where feasible, an extract or copy of all relevant regulations and official directives maintained by the Employer.

Section 33.10. If an employee resigns, dies, or is separated by any action other than removal before a decision is reached on a grievance being processed, and no compensation issue is involved, action will be stopped and all interested parties notified that the case is being closed without decision. A copy of this notification will be made a part of the case record. The Union will be notified of the closing of the case. If the pending grievance involves a compensation issue, it will be processed to completion.

Section 33.11. The Employer and the Union agree that a grievance must be clearly defined in order to reach a satisfactory settlement. An employee may not introduce new issues after Step 1 of the grievance procedure. If new issues/matters are raised after Step 1 of this procedure, that have relevance to the grievance currently being processed, the employee may seek appropriate relief by filing an additional grievance at Step 1 of the negotiated grievance procedure.

Section 33.12. If an employee and/or designated representative elects to grieve a formal disciplinary action (letter of reprimand, suspension, change to lower grade or removal), it must be submitted within 10 workdays of the date the employee receives the reprimand or decision letter. The grievance will provide information why the employee / representative believes the action was inappropriate and the desired resolution. It must be submitted in duplicate to the Civilian Personnel Advisory Center (CPAC) for referral to

the appropriate Step 4 official specified in this grievance process for review and decision. The deciding official may base his decision on review of the record or he (or his designee) may conduct a meeting with the grievant and representative. If a meeting is held, the grievant and his designated representative have the right to present the merits of the grievance. The deciding official will render a decision to the employee or representative within 30 workdays after receipt of the grievance in the Civilian Personnel Advisory Center.

Section 33.13. Employee grievances under this Agreement will be processed as follows:

a. Failure of the Employer to render a grievance decision within the time frames identified under Steps 1 and 2 of this Article will result in an automatic escalation to the next grievance step. The subsequent grievance official at this step will be responsible for obtaining all documents submitted by the employee and/or his representative transferred to his disposition. The time frame(s) for this step will begin when the employee or his representative gives notice (oral/written) to the Fort Jackson Civilian Personnel Advisory Center, that no grievance decision was provided at Steps 1 or 2 within appropriate time frames. Failure of the employee and/or his representative to comply with the prescribed time frames for submission of a grievance at Steps 1 and 2 will result in the grievance not being processed or terminated at subsequent processing levels.

b. At Steps 3 and 4 either party may invoke an automatic 3-workday extension by furnishing the other party written notice.

c. Extensions to the prescribed time frames may be granted by mutual agreement at all steps of the grievance procedure. All requests for extension of time frames from the Employer or the employee and/or his representative must be in writing and include the reasons for the request and the number of workday(s) (extension) being requested. Such requests must be submitted by the requesting party at least 1 workday prior to the last day of the prescribed time frame.

STEP 1: At the Step 1 grievance level, an employee grievance may be submitted verbally or in writing, to the lowest level of management having the authority to grant remedy within 20 workdays after the matter/occurrence being grieved or the date the employee became aware of the matter/occurrence. The official will arrange for a meeting within 7 workdays of notice of receipt of the grievance, unless a subsequent date, time and place is mutually agreed upon. If all issues are resolved, no written documentation is necessary. The Step 1 official will furnish the employee a decision letter within 7 workdays of the meeting date.

STEP 2: If the grievance is not satisfactorily resolved at Step 1, the grievant or his designated representative may forward his written grievance to the next level official who has authority to resolve the grievance. The Step 2 official must receive the grievance within 7 workdays after the grievant's or designated representative's receipt of the Step 1 decision. The Step 2 official will meet with the grievant and designated representative within 7 workdays after receipt of the written grievance. He will render a written decision to the grievant or designated

representative within 7 workdays after the meeting. Extensions for meeting dates may be granted by mutual agreements. Issues that were not introduced at Step 1 will not be introduced either by the Employer, the grievant or the grievant's representative at the Step 2 level or above. However, this does not preclude the introduction of newly found evidence.

STEP 3: If the grievance is not satisfactorily resolved at Step 2, the grievant or his designated representative may forward the written grievance to the organizational Director, Commander or Chief of Special Staff Sections below the Chief of Staff or Garrison Commander for Fort Jackson activities or comparable level of management for serviced activities for Step 3 processing. The grievance must be received by the Step 3 official within 7 workdays after the grievant's or designated representative's receipt of the Step 2 decision. The Step 3 official will meet with the grievant and his representative within 7 workdays after receipt of the grievance. The official will render his decision within 7 workdays of the meeting date.

STEP 4: If the grievance is not resolved at Step 3, the grievant or designated representative may submit the grievance to the Step 4 level. The grievance will be submitted in duplicate to the Fort Jackson Civilian Personnel Advisory Center within 10 workdays after the receipt of the Step 3 decision. The Fort Jackson Civilian Personnel Advisory Center will forward ALL submitted documentation to the appropriate official for review and decision. The following individual will serve as Step 4 officials:

Commander for the Charlotte Military Entrance Processing Station

The grievance document will state the specific nature of the unresolved issue(s) and the desired corrective action. The Step 4 decision will be based on review of the record or a meeting with the step 4 official or his designated representative within 20 workdays after submission of the grievance at this step. If a meeting is held, the grievant and designated representative have the right to present the merits of the grievance. The grievant must receive a Step 4 decision, in writing, within 10 workdays after the meeting date.

### **ARTICLE 34** **UNION/EMPLOYER GRIEVANCE PROCEDURE**

Section 34.1. A grievance filed by the Union or Employer must be filed within 20 workdays of the date of the circumstance giving rise to the grievance, or the date the aggrieved party became aware of the circumstance. A grievance filed by the Union must be applicable to bargaining unit employees. This procedure cannot be used for grievances involving personal relief of individual employees.

Section 34.2. A grievance filed by the Union will be submitted to the Fort Jackson Civilian Personnel Advisory Center, Fort Jackson, SC 29207, for referral to the appropriate commander. A grievance filed by the Employer will be addressed to the

President, Local 1738, American Federation of Government Employees, 1601 Brenner Ave, VAMC, Bldg 3, Rm 1036, Salisbury, NC, 28144. Section 34.3. The parties agree that the correct forum for dissatisfactions regarding the interpretation or application of this Agreement would be submission of a grievance under this Article.

Section 34.4. The written grievance from either party will contain the following information:

- a. A statement of the grievance (s);
- b. The date of the occurrence of the circumstance (s) /matter (s) being grieved;
- c. Citation of article (s) , if any, and section(s) of this Agreement involved, if any; and
- d. Statement of corrective action(s) sought.

Section 34.5. Upon receipt of a clearly defined grievance, the union President and the appropriate commander or their designated representative will meet within 20 workdays. The submitting party may request arbitration on the 11th workday thereafter.

Section 34.6. If the meeting fails to produce a mutually satisfactory settlement of the issue(s) grieved, the party against whom the grievance is filed will render a written decision to the aggrieved party within 20 workdays after conclusion of the meeting.

Section 34.7. If satisfactory resolution of the grievance is not achieved, the aggrieved party may submit the grievance to arbitration under provisions of Article 38.

Section 34.8. The same issue of dissatisfaction cannot be processed as an unfair labor practice and as a grievance under this negotiated grievance procedure.

### **ARTICLE 35** **ARBITRATION**

Section 35.1. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union, either as a grievant or as representative of the grievant, or the Employer, may refer the issue to arbitration. The notice to refer an issue to arbitration must be in writing, signed by the Union President, or Employer, and submitted within 10 workdays following receipt of the decision by the aggrieved party. The request must be addressed to either the appropriate Commander, HQ Eastern Sector, ATTN: 2834 Green Bay Road, North Chicago, IL 60064, or to the President, American Federation of Government Employees, Local 1738, and must be in the following format:

- a. Issues(s).

b. Reason(s) for the request.

c. If an Employer/Union grievance, article (s) and section(s) of this negotiated agreement on which the issue(s) is based.

Section 35.2. Within 15 workdays of receipt of the list of arbitrators, the parties will meet to select the arbitrator unless a later date is mutually agreed to. This will be accomplished by both parties striking one arbitrator's name from the list, until only one name remains. A flip of a coin will determine which party strikes the first name. The remaining name is the selected arbitrator. The initiating party may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 35.3. The arbitrator's fees and expenses shall be borne equally by the Employer and the Union. Travel and/or per diem costs shall not exceed those authorized by law and regulations. Further, the Employer and the Union shall share equally the expenses of any mutually agreed upon services in connection with an arbitration hearing. The parties may consult on the reasonableness or accuracy of the arbitrator's expenses.

Section 35.4.

a. The arbitrator will process the case in the manner deemed most beneficial by him for arriving at his opinion as quickly as possible.

b. The arbitration proceedings shall be held on the Employer's premises during the regular day shift work hours of the basic work week. An employee of the unit serving as the grievant's representative, the aggrieved employee, and employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave. Employee participants on shifts other than the regular day shift will be considered to be in a duty status for the period of time when their presence is required at the proceedings.

Section 35.5. The arbitrator will be requested to render a decision to the Employer and the Union as quickly as possible, preferably within 30 days after the conclusion of the proceedings or receipt of clarifying information from the proponent of a regulation unless the parties agree otherwise. The date of the award or decision shall be the same as the date on which the decision is mailed or delivered to the parties. If the decision is mailed, procedures to assure delivery, registered or certified mail will be used.

Section 35.6. The arbitrator shall have the authority to interpret and define the explicit terms of this Agreement, as necessary to render a decision. The arbitrator shall have no authority to add to or modify the terms of this Agreement. If provisions of this Agreement are based on a regulation and the intent is not clear to the arbitrator, he will obtain clarification from the proponent and base his decision on the clarification.

**ARTICLE 36**  
**AIDS IN THE WORKPLACE**

Section 36.1. This article will apply to any employee whose work involves contact with patients, their blood or other body fluids, accident victims or corpses. These employees include, but are not limited to: LPNs, laboratory and blood bank technologists and technicians, blood dialysis workers, paramedics, emergency medical technicians, medical technicians, dental workers, firefighters and policemen.

Section 36.2. The Employer within purview of its responsibility, authority and resources, agrees to provide appropriate protection for the above referenced employees.

Section 36.3. The Employer agrees to make "reasonable accommodations" for handicapped employees who qualify for such accommodations under the provisions of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, or other appropriate statutes, laws, or regulations that possess purview pursuant to such accommodations.

Section 36.4. The Employer agrees to continue emphasis on training for all employees and supervisors regarding the medical and personnel management aspects of AIDS/HIV infection through a viable and responsive training and education program.

### **ARTICLE 37** **INCENTIVE AWARDS**

Section 37.1. The Employer and the Union agree that incentive awards will be made to employees based upon merit. Management will avoid preferential practices in the program based on favoritism. Also, it is agreed that all awards will be made without regard to race, sex, color, religion, marital status, age, handicapped or veteran status.

### **ARTICLE 38** **DURATION OF AGREEMENT**

Section 38.1. The effective date of this Agreement is 21 April 2006.

Section 38.2. This Agreement shall remain in affect for 3 years, with a subsequent 1-year automatic renewal on the anniversary date, unless between 90 and 60 calendar days prior to such anniversary date either party gives written notice to the other of its desire to terminate, amend or renegotiate the Agreement. Upon notification by either party of its desire to renegotiate the Agreement, the parties will meet within 30 calendar days to initiate negotiations of the Agreement, if the notice is submitted within the 90-60 day time frame. This agreement will remain in effect until such time as a new Agreement is effectuated, if negotiations are in process.

Section 38.3. The Employer and the Union may submit proposals on new issues not covered in this Agreement. The parties agree that the Agreement will not be opened more than once during the duration of this Agreement. The parties will meet within 20

workdays after the requesting party submits its proposals to initiate mid-term negotiations.

Section 38.4. Both parties understand that applicable laws take precedence over provisions of this Agreement. Changes in law, which invalidate articles or sections of this Agreement, will not have the effect of nullifying the total Agreement.

Section 38.5. Any amendments or additions to this Agreement that are entered into and approved shall become a part of the Agreement and terminate at the same time of the Agreement.

#### PROHIBITED PERSONNEL PRACTICES

(This information is furnished to provide employees and supervisors a quick reference. It is not a negotiated provision. )

#### BY LAW, FEDERAL EMPLOYEES MAY NOT:

- o Discriminate
  - o Solicit or consider employment recommendations based on factors, other than personal knowledge or records of job related abilities or characteristics
  - o Coerce the political activity of any person
  - o Deceive or willfully obstruct any person from competing for employment
  - o Influence any person to withdraw from job competition
  - o Give an unauthorized preference or advantage to improve or injure the prospects of any particular person for employment
  - o Engage in nepotism
  - o Take or threaten to take a personnel action because of whistleblowing
  - o Take or threaten to take a personnel action because of the exercise of a lawful appeal, complaint, or grievance right
  - o Discriminate based on personal conduct which does not adversely affect the performance of the employee or other employees
  - o Knowingly take or fail to take a personnel action in the violation of veterans' preference laws
  - o Violate any law, rule or regulation implementing or directly concerning merit system principles
- More information may be obtained from:

U.S. Office of Special Counsel, 1730 M. Street, N.W., Suite 201, Washington, DC 20036-4505  
[www.osc.gov](http://www.osc.gov)

PHONE: (202) 653-7188\* TOLL FREE: 1-800-872-9855

\*Hearing and Speech Disabled: Federal Relay Service 1-800-877-8339

THE PARTIES SIGNING BELOW EXECUTED THIS AGREEMENT ON 21 APRIL 2006.