

## **PREAMBLE**

This agreement is made by and between the United States Army Training Center and Fort Dix; United States Army Medical Department Activity, Fort Dix; the United States Army Information Systems Command, Fort Dix; and the United States Army Dental Activity, Fort Dix; all at Fort Dix, New Jersey, hereinafter referred to as the “Employer,” and Local 1999, American Federation of Government Employees, AFL-CIO, located at Fort Dix, New Jersey, and hereinafter referred to as the “Union.”

## WITNESSETH

In consideration of the mutual covenants herein set forth, the parties hereto intend to be bound hereby as follows:

WHEREAS, the President of the United States and the Congress have declared that the public interest requires high standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and,

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

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials.

NOW, THEREFORE, the parties hereto agree as follows:

**SECTION 1.** It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service at Fort Dix and the well-being of employees within the meaning of Title VII, Public Law 95-454. October 13, 1987, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting condition of employment; and to provide means for amicable discussion on adjustment of matters of mutual interest at Fort Dix, New Jersey. This agreement and such supplemental agreements amendments as may be agreed upon from time to time together constitute a collective bargaining agreement between the Employer and the Union.

**SECTION 2:** It is further intended that this Agreement, and any Amendments and Supplements thereto, will meet the following objectives:

- a. Ensure employee participation in the formulation of personnel policies and practices, and other matters affecting working conditions;
- b. Promote systematic employee-employer cooperation;
- c. Facilitate the adjustment of grievances and disputes;
- d. Provide a safe and healthful workplace; and

e. Provide for the highest degree of efficiency and responsibility in the accomplishment of the mission functions assigned to the US Army Training Center and Fort Dix; including the United States Army Medical Department Activity, Fort Dix; The United States Army Communication Command, Fort Dix; and the United States Army Dental Activity, Fort Dix; tenant activities, Fort Dix, New Jersey.

**SECTION 3.** The parties recognize the fact that within the broad subject areas for consultation and negotiation there are some matters which are not within the right of the Employer to modify for change. However, this does not forfeit the right to either party to question the other's interpretation of what it or is not negotiable between the parties, through processes established by law; Title VII, Public Law 95-454, October 13, 1978; appropriate regulation; or this Agreement. The parties recognize that, in the administration of all matter covered by this Agreement, officials and employees are governed by existing or future laws and regulations or appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the Agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a high agency level.

**SECTION 4.** Policies and procedures set forth in the collective bargaining agreement take precedence over supplemental local regulation and directives.

## **ARTICLE 2**

### **RECOGNITION OF UNION AND BARGAINING UNIT DESIGNATION**

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**SECTION 1.** The Employer hereby recognizes that the Union is the Exclusive Representative of all employers in the Bargaining Units defined in Section 2 of this Article. The Union recognizes its responsibility to represent, without discrimination and without regard to Union membership, the interests of all such employees respect to grievances; personnel policies; practices and procedures; or other matters affecting their general working conditions.

**SECTION 2.** This Agreement is applicable, with the exceptions noted in Section of this Article, to the following Union Bargaining Units of employees under the jurisdiction of the Employer, to wit:

- a. All nonsupervisory, nonprofessional Wage Grade Employees;
- b. All nonsupervisory, nonprofessional Classification Act Employees; and
- c. All nonsupervisory, professional employees of the United States Army Medical Department Activity, Fort Dix; and United States Army Dental Activity, Fort Dix.

**SECTION 3.** The exceptions to the Agreement referred to in Section 2 above, are as follows:

- a. All supervisory employees, as “supervisor” is defined in 5 USC 7103a(10).
- b. All nonsupervisory professional employees, other than those employed in the United States Army Medical Department Activity, Fort Dix, and the United States Army Dental Activity, Fort Dix.
- c. Employees of the Fire prevention and Protection Division, Directorate of Engineering and Housing.
- d. Management officials, confidential employees, and employees engaged in Federal personnel work in other than a purely clerical capacity, as defined in 5 USC 7103a(11) and (13) (e.g., Internal Review, security/intelligence, Inspector General, etc., employees).

## **ARTICLE 3**

### **MUTUAL RIGHTS AND OBLIGATIONS**

**SECTION 1.** The parties hereto agree to abide by the provision set forth in this Agreement, and neither party will make any changes except as provided hereinafter.

**SECTION 2.** The Union and the Employer declare their acceptance of the Standards of Conduct for Labor Organizations as stated in 5 USC 7120.

**SECTION 3.** Nothing in this Agreement shall be construed as imposing an obligation upon the Employer to consult or negotiate with Union concerning such areas of management discretion and policy as determining mission, budget, organization, numbers of employees, internal security practices; and

- a. to hire, assign, direct, layoff, and retain employees of the Employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted;
- c. with respect to filling positions, to make selection for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source;
- d. to determine the numbers, types, and grades of employees or positions assigned to any organization subdivision, work project or tour of duty, or on the technology, methods, and means of performing work; and
- e. to take whatever actions may be necessary to carry out the Employer's mission during emergencies.

**SECTION 4.** Management agrees at the request of the Union to negotiate the procedures which management officials will observe in exercising any authority under 5 USC 7106 (Section 3 above), and to negotiate appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC 7106 (Section 3 above) by management.

**SECTION 5.** The Union shall be given the opportunity to be represented at any formal discussions between one or more management officials and one or more employees of the unit or their representatives concerning any grievance, personnel policy, or practice, or other general conditions of employment. If at any meeting where there is a union official and a formal discussion as stated above, starts and there was no advance notice to the Union President, this shall not be considered binding and in agreement with this Article.

**SECTION 6.** The Union will apprise all employees in its Bargaining Units of their respective rights and obligation under this Agreement.

**SECTION 7.** Each employee has the right freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. The right to assist the Union extends to participation in management of the Union and acting for the Union in the capacity of a Union Representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

**SECTION 8.** If the Employer becomes aware that an employee is to be served a warrant or subpoena, the employer will make every attempt to have it served on the employee in private.

**SECTION 9.** In normal day to day working relations, it is expected that the Union, Employer, and Employee will treat each other with courtesy. The Employer will take action to assure that all corrective actions and counselling discussions with employees will be conducted in private.

**SECTION 10.** The Employer will not implement management initiated changes in working conditions during the time in which impact and implementation bargaining takes place. If an impasse is reached, management may implement subject to an FSIP resolution of the disagreement.

**SECTION 11.** Nothing in this agreement shall be interpreted or constructed in any way to conclude that the Employer has agreed to negotiate away its management rights to determine the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty,

or on the technology, methods, and means of performing work. The employer has all rights set forth in 5 USC 7106.

**SECTION 12.** Whenever language in this agreement refers to specific duties responsibilities of specific personnel, it is intended to merely exemplify how a situation may be handled by the Employer. Whenever language in this agreement refers to examples, it does so for illustrative purposes only, they are not limiting factors. It is agreed that the Employer retains the sole discretion to assign work, to determine who will perform the function discussed, and to determine when specific conditions exist.

**SECTION 13.** The words “fair and equitable” are used several times throughout this negotiated agreement. The parties hereby agree that those words do not prohibit the Employer from assigning work. However, when the employer decides to assign additional duties and responsibilities or work requirements to those employees who normally perform such work, the Employer will make every reasonable effort to do so fairly and equitably.

## **ARTICLE 4**

### **EMPLOYER-UNION COOPERATION**

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**SECTION 1.** A Joint Employer-Union Committee, consisting of not more than three Employer and three Union members, will be established to exchange information of mutual interest and make recommendations. The committee will meet only when agenda items are submitted by either Employer or Union members. Agenda items will be submitted by the proposing party at least three working days in advance of each proposed meeting, except when, by mutual agreement of the parties, the meeting should be held sooner. Meetings will be held during regular duty hours, and the three Union representatives will be given “on-the-clock time” credit during the time the representatives otherwise would be in a duty status for the time spent in such meetings, without charge to annual leave. Minutes of each meeting will be recorded by the Employer. Meeting will be terminated at the request of a representative of either party. Chairmanship for Committee meetings will be alternated between the parties’ representatives beginning with a representative of the Employer. Committee recommendations will be advisory in nature.

**SECTION 2.** The Employer agrees to inform each new civilian employee of the health and benefit plans that are open to him/her.

**SECTION 3.** The President of Local 1999, AFGE, or his/her designated representative, will be notified when the Employer’s formal orientation for new civilian employees takes place in order to inform the new employees of the existence of the Union.

**SECTION 4.** The Union agrees to pay the Employer for the use of Building 6506 the amount of \$1.00.

**SECTION 5.** The Union will be permitted to use the DOIM Distribution Center for the distribution of official correspondence with the Employer. This does not, however, permit the use of such Distribution Center for intra-Union business. The Employer will determine on a case by case basis whether the Union may use the Distribution Center to communicate with bargaining unit members regarding issues of mutual concern.

**SECTION 6.** The President of Local 1999, AFGE, or his/her designee, will be permitted to secure, at Union expense, commercial telephone service from the telephone company which serves the post and will be permitted use of official Class C telephones on post, so long as this type of service remains available from the US Army at Fort Dix. Furthermore, Union representatives will be allowed use of government telephones for the conduct of their representational duties within Fort Dix. Union representatives shall be defined in this agreement as Union Officers and Shop Stewards.

**SECTION 7.** When the Employer decides to adopt new or changed local policies, regulations, or directives, it will notify the Union at least 10 days before the effective date of the new or changed policy, regulation, or directive. The 10 day period will start with the date on the notification letter.

## ARTICLE 5

### **EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 1.** The Employer and Union agree to cooperate and strive toward the goal of providing equal opportunity in employment for all persons without regard to age, race, color, religion, sex, national origin, physical and mental handicap, and to promote the full realization of equal opportunity through a continuing affirmative program.

**SECTION 2.** The Employer will maintain an Equal Employment Council to improve employment opportunities. A Union representative will serve in this Council.

**SECTION 3.** The Employer will utilize to the fullest extent the present skills of employees, including the redesigning of jobs where practicable, and will provide the maximum feasible opportunity for employees to enhance their skills through training measures, so that they may perform at their highest potential and advance in accordance with their abilities.

**SECTION 4.** The Employer will provide a copy of the Affirmative Action Program to the Union.

**SECTION 5.** The Union may nominate participants for training programs, conferences, and seminars in the areas of equal opportunity. Nominations will be submitted to the Equal Employment Opportunity Council.

**SECTION 6.** The Employer, when feasible and required, will be responsible for making all facilities, activities, and services accessible to the disabled employees. The Employer shall arrange to make available qualified sign language interpreters so that deaf employees can participate in hearings, meetings, classes; and other activities that are necessary for them to perform their jobs and advance in employment. The Employer shall accommodate the needs of the blind employees by means of tapes, braille, reader services, or other appropriate methods.

**SECTION 7.** If a bargaining unit member has an EEO complain, it may be processed under either the EEO complain systems or the negotiated grievance

procedure (Article 29) but not both. Such choice will be deemed to have been made when the employee either meet with an EEO counselor or initiates a first-step grievance. The employee must meet the timeliness requirements of the chosen system.

## **ARTICLE 6**

### **CIVIC RESPONSIBILITIES**

**SECTION 1.** When an employee receives an order, subpoena, summons, or other official documents from any court to appear as a witness, in a non-official capacity, on behalf of a State or local government, the employee will promptly furnish a copy of the official document to his/her immediate supervisor so that arrangements may be made for the employee's excused absence on court leave for witness service.

**SECTION 2.** When a full-time, permanent employee is under proper summons for a State or Federal court to serve on a jury, the employee will furnish a copy of the summons promptly to his/her immediate supervisor so that arrangements may be made for the employee's excused absence on court leave for jury service. It is agreed that when an employee is excused or dismissed from jury duty by the court for any day, or for such portion of that day, which would permit the employee to return to duty for three hours or more of the normal workday without undue hardship because of distance from his/her home, duty station, and the court, the employee shall return to duty. Failure to return to duty, where a return is appropriate, may result in an appropriate disciplinary action.

**SECTION 3.** Fees received by an employee for court service during normal duty hours, for which the employee's absence was excused and charged to court leave, will be accepted by the employee and then reported to the supervisor, by the employee, for coordination with the Finance and Accounting Office, Civilian Pay Section, and determination of proper disposition of the fees.

**SECTION 4.** Any employee scheduled to work on an election day who is eligible to vote in such election or referendum, will, upon his/her request for leave to vote, be excused without charge to annual leave or loss of pay, for sufficient time to permit him/her to vote and to report to work no more than three hours before the polls close, whichever requires the least time away from work. Employees who are off duty on Election Day for three hours or more while the polls are open will not be excused from duty to vote.

**SECTION 5.** The Union agrees to support voluntary charity and United States Savings Bond drives which are sanctioned by the Commander. United States Army Training Center and Fort Dix, in accordance with Department of the Army policy. In conducting these drives, the parties will be guided by applicable regulations which provide that no compulsion or reprisals will be tolerated. Confidential gifts may be made by placing contributions in sealed envelopes designated for the fund drive.

**SECTION 6.** Both Employer and Union recognize the benefits which accrue to an employee, his/her dependents, and his/her family when the employee is registered in a recognized, contractual blood donation program. Therefore, both parties agree that the Union continue its existing Blood Donor Program for all Fort Dix civilian employees.

a. For its part, the Union agrees to assume complete responsibility for coordination of the Fort Dix Civilian Blood Donor Program, in consultation and cooperation with the Employer. To assist the Union, management will appoint an individual in each major activity who will be responsible for publicizing the Blood Drive and for determining the number of employees who agree to participate.

b. Bargaining unit members are encouraged to serve as blood donors and may be excused from work, without charge to leave, for the time necessary to donate blood, to recuperate following blood donations, and for necessary time will be four (4) hours in addition to the lunch break. This provision also applies to any employee who responds to an emergency call for blood donation.

c. All employees who can be spared, as determined by the employer, should be encouraged and allowed to give blood.

d. Employees whose blood is refused prior to drawing must report back to work.

e. Upon request by the Employer, bargaining unit members will show their Red Cross blood donor card as proof that they have donated blood. If the donor card is not available, the Employer can verify the employee's attendance by contacting the Union, who will verify based on the Red Cross form which is compiled by the Red Cross and provided to the Union.

## ARTICLE 7

### INSTALLATION DRIVING PRIVILEGES

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**SECTION 1.** In accordance with applicable Office of Personnel Management regulations, where an employee is required to possess a valid state driver's license or a government driver's license to perform his/her job, and the employee's driving privileges are suspended or revoked by competent Motor Vehicle Department or judicial authority, the employee may be disqualified for that job, and may be subject to reclassification, detail, or other action in accordance with applicable regulation and procedures.

**SECTION 2.** Restoration of installation driving privileges, after state privileges are restored, is contingent upon successful completion of remedial driving or similar education courses required by law, by Employer, or by applicable regulations.

**SECTION 3.** Any employee who has had his/her driving privileges revoked or suspended, by competent authority, and who requires a valid state driver's license or a government license to perform his/her job, will report this information to his/her immediate supervisor on the next working day after the revocation or suspension of driving privileges. Failure to do so may subject the employee to adverse or disciplinary action.

## **ARTICLE 8**

### **UNION REPRESENTATIVES**

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**SECTION 1.** Union representative are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the Union under this agreement. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against any representatives because of their performance of such duties.

**SECTION 2:** Them employer agrees to recognize all representatives of the Union, and will be kept advised in writing by the Union, of any changes as they occur. The Union also agrees to provide the Employer a complete list of Union representatives every six months.

**SECTION 3.** The number of Union Shop Stewards and alternates shall be a minimum number required to perform those duties which may properly be assigned to Shop Stewards by the Union.

**SECTION 4.** As exclusive representatives of the employees in the unit, it is agreed that the Union is the only representative of the employees in formulation and implementation of personnel policies and practices or other matters affecting general working conditions of employees in the unit.

## **ARTICLE 9**

### **OFFICIAL TIME**

**SECTION 1.** Union representatives will be authorized official time in accordance with 5USC, Section 7131.

**SECTION 2.** Officially requested consultations or meetings on representational matters, between Employer or his/her designated representative and the President of the Union or his/her designated representative, will be conducted at a mutually agreed to time during normal duty hours, with necessary “on-the-clock time” for such being granted to Union representatives and without time being charged to leave. Union representatives who are not employed by the Employer may participate in meetings with the Employer.

#### **SECTION 3.**

a. The Employer will allow Union representatives reasonable time during duty hours to be away from working duties, without charge to leave, to discuss and prepare grievances and other representational matters with the employees they represent and with Employer officials. In this regard, Union representatives will be permitted to receive and investigate, but will not solicit, complaints or grievances from the employees they represent during duty hours.

b. The Union agrees that its representatives will guard against the excessive use of duty time in handling such matters. The Union further agrees that matters pertaining to the organization, management, and internal operation of the Union will not be conducted during duty hours.

**SECTION 4.** When a Union Officer or Shop Steward wishes to meet with a supervisor or Employer Official, other than his own immediate supervisor, or with an employee who has filed a grievance, the Union Official desiring the meeting will first ensure, through appropriate supervisor channels, that the person with whom he/she wishes to meet is on duty and available, then the Union Official will request his/her immediate supervisor’s approval of the absence. In the absence of compelling reasons to the contrary, approval of such absences will be granted by the Employer. In the event the Employer cannot excuse the Union representative, then such denials shall not cause the grievance to be untimely.

An extension of time equal to the delay caused by the denial will be granted. Such denial and alternate date and time shall be put in writing by the employer.

**SECTION 5.** The Union agrees to assist management in accounting for official time by having the Union President initial the request form in the upper right corner. Representatives desiring use of official time will request approval from their immediate supervisor on a form agreed to by the Employer and Union.

**SECTION 6.** Whenever the Employer has cause or reason to believe that official time is being used improperly, the Employer will discuss specific reasons of the alleged improper usage with the Local's President in an effort to seek a mutually satisfactory solution prior to taking any disciplinary action.

**SECTION 7.** The Union President or his/her designated representative shall be granted official time to participate in hearings with Congress persons and other federal officials on matters of concern to employees within the bargaining unit, when requested by such officials.

**SECTION 8.** When a bargaining unit member has selected the Union as his/her personal representative, such representative will be given a reasonable amount of official time to prepare and present the MSPB appeal.

## **ARTICLE 10**

### **LEAVE FOR UNION BUSINESS**

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**SECTION 1.** The Employer agrees, consistent with workload demands, to grant, upon notification from the Union President, Union representatives' leave for the purpose of attending Union conventions, conferences, caucuses, seminars, and training sessions.

- a. Request for Union sponsored activities will be charged to annual leave or leave without pay for those representatives concerned, when the subject and purpose of such requests are properly identified as being internal Union business.
- b. Request for leave where the subject matter and purpose are properly identified as being of mutual concern and substantial value to the Employer, as well as the Union, administrative leave may be granted by the Employer.

**SECTION 2.** The Employer agrees to conduct training for Union representatives in the area of personnel management. Request for such training will be initiated by the Union and will include the proposed date, time, location, and subject matter. Such training will be conducted at a time and place which is agreeable to both the Employer and Union.

## **ARTICLE 11**

### **BULLETIN BOARDS**

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**SECTION 1.** The Employer agrees that the Union may use designated sections of existing bulletin boards used to convey information to civilians in the Union Bargaining Units covered by this Agreement. The Union, in turn, agrees to be responsible that the material posted on its designated sections of these bulletin boards complies with the laws and regulations pertaining to the security of the installation, contains only information directly related to the affairs of Local 1999, AFGE, and does not contain scurrilous or libelous information.

**SECTION 2.** The posting and removal of notices on internal Union business to Official Bulletin Boards will be done by the Union during non-duty time. Requests for posting of other material will be submitted to the Employer for approval.

## **ARTICLE 12**

### **PAYROLL DEDUCTIONS FOR UNION DUES**

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**SECTION 1.** The Employer will withhold Union Membership dues which have been voluntarily allotted by Bargaining Unit Members.

**SECTION 2.** Employees participating in this dues withholding program must be Bargaining Unit members in good standing of Local 1999, AFGE. The determination whether an employee is a member in good standing is the responsibility of Local 1999, AFGE.

#### **SECTION 3.**

a. Local 1999, AFGE, also is responsible for procuring the prescribed allotment form (Standard Form 1187, as amended), distributing the form to its Bargaining Unit members and educating them in its availability and use; and for certifying as to the amount of its Union dues.

b. An allotment for dues from a Union member will be submitted to the Civilian Personnel Office to be forwarded to the appropriate Finance and Accounting Office at any time, to be effective with the next pay period, when possible.

**SECTION 4.** Union dues will not be withheld when a Union Bargaining Unit member's net salary for the payroll involved is insufficient to cover the dues after other deductions have been made. Upon written request by the union concerning non-remittance of dues for specific employees, the employer will provide the reasons for non-remittance.

**SECTION 5.** The amount of dues to be withheld from Union members' salaries will remain unchanged, until the Union certifies to the Civilian Pay Branch that this amount has changed, and specifies the exact amount of the new deduction. Such changes will not be made more frequently than twice per calendar year. Written notification of dues changes must be received by the Civilian Pay Branch on pay period before the beginning of the pay period in which the change is to be effective.

**SECTION 6.** An employee's voluntary allotment for payment of his/her Union dues shall be terminated with the start of the first full pay period following the date on which any of the following occur:

- a. Loss of exclusive recognition by the Union for the unit in which the employee is assigned.
- b. Movement of the employee by official personnel action outside the bargaining unit for which the Union has exclusive recognition.
- c. Separation of the employee for any reason, including death or retirement, when he/she moves to a position not within the same bargaining unit.
- d. Receipt by the Civilian Payroll Section that the employee has been expelled or has ceased to be a member in good standing of the Union.

**SECTION 7.** The Union is responsible for promptly notifying the Civilian Pay Branch in writing when a Bargaining Unit member who has authorized dues withholding is suspended or expelled from the Union Bargaining Unit. The Civilian Pay Branch will terminate such allotment effective with the first complete pay period after receipt of this notice.

**SECTION 8.** A Bargaining Unit member may only submit a revocation (Standard Form 1188) between 1 and 15 February. Dues revocation will become effective the first full pay period after 1 March of each calendar year. The only exception to the effective date of dues revocation is for an employee who for the first time elects dues withholding and subsequently elects to revoke this assignment, in which case, the effective date of revocation shall be the anniversary date of the election for the first year. It is the union member's responsibility to see that such written revocation is received in the Finance and Accounting Office, Civilian Pay Section, prior to his/her anniversary date. The Union will receive a copy of any revocation by its members within 10 working days after receipt of Standard Form 1188 by the Civilian Pay Section. The date of receipt will be placed on the SF 1188.

**SECTION 9.** The Union will indemnify and save the Employer harmless, upon written notice against any and all claims, demands, suits or other forms of liability that arise from, or by reason of, action taken by the Employer for the purposes of complying with any of the provisions of this Article.

**SECTION 10.** Remittances of dues withheld to the Treasurer or Local 1999, AFGE, will be made within these working days following pay day. These remittances will show the names of participating Bargaining Unit members, the amounts withheld, and the pay period from which deductions were made.

**SECTION 11.** Nothing in this Agreement shall require an employee to become or remain a member of the Union or to pay money to the Union, except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

**SECTION 12.** When an AFGE member transfers to AFGE Local 1999 from another AFGE Local both serviced by the Fort Dix Civilian Payroll Section, Finance and Accounting Division, the employee will fill out a new SF 1187; as amended, and mark "TRANSFERRED TO LOCAL 1999" across the top of the form.

**SECTION 13.** In the event of an overpayment of dues to the Union, for any reason, the Employer may offset subsequent dues checkoff remittances to compensate for such overpayments.

## **ARTICLE 13**

### **PAYDAY FOR CIVILIANS**

**SECTION 1.** Payday for members of the Union bargaining units covered by this agreement will be in accordance with appropriate law, rule, or regulation. Should an employee not receive a pay check by close of business on payday, the employee may report to the Civilian Pay Section, FAD, DRM on the following business day and request/receive a replacement check.

**SECTION 2.** At the option of the employee, payroll checks will be mailed to a designated home or other address, financial institution, or worksite. Normal pay-rolling procedures will provide for mailing checks so that they are received by employees on the twelfth calendar day after the close of each two-week pay period.

**SECTION 3.** In the event that electronic fund transfers become available to bargaining unit member, the Union will be informed prior to implementation.

## **ARTICLE 14**

### **HEALTH AND SAFETY**

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**SECTION 1.** Both the Employer and Union are concerned with the health of the work force. In order to ensure a healthful work environment, the Employer shall agree to maintain, consistent with resources available, an Occupational Health Program, and to provide those health and medical services required by present and future published regulations and the Occupational Safety and Health Act, as it applies to the Federal work force.

**SECTION 2.** It is agreed that safety is collective responsibility of the Employer and the Union. The Union will support the Installation Safety Program by ensuring that employees observe all safety regulations in the performance of their assigned duties, report promptly to their employer any observed unsafe practices or conditions, and, if injured on the job, report the injuries or have them report to their employer at once. The employer will correct or report all unsafe conditions and/or injuries to the appropriate Fort Dix agency. The Union will be notified and invited to participate in safety inspections conducted by non-Fort Dix organizations.

**SECTION 3.** The Union recognizes the responsibility of the Employer to take corrective action when required safety equipment and clothing are not being used by employees and will support the Employer in its efforts to ensure that such equipment and clothing is utilized by employees. In order to keep waiting time to a minimum, employees will anticipate the need to replace worn out safety clothing and equipment by reordering ahead of actual need with a lead time based on past experience.

**SECTION 4.** The Employer and the Union will corporate in the continuing effort to eliminate accidents and health hazards. The Employer will maintain a Safety Committee to further this objective. The Union will be allotted one representative to this committee.

**SECTION 5.** The Union will support Employer-sponsored safety classes presented as part of the Installation Safety Program by encouraging attendance at

these classes by the employees concerned. Safety classes will be conducted on a periodic basis during the employees' duty hours, as appropriate.

**SECTION 6.** The Employer agrees that in cases of imminent danger as determined by the supervisor or employee which could result in death or life threatening injury or serious physical harm, he/she shall, when possible, notify the Installation Safety Office, who in turn shall recommend immediate abatement, withdrawal of employees from site, and/or cease work until such time as condition is corrected.

**SECTION 7.** Employees are required to provide their clothing suitable for the job they are performing unless employer requires special clothing be worn.

**SECTION 8.** Safety shoes (including those prescribed by a podiatrist) will be provided to employees in accordance with applicable regulations. Since safety shoes are an accountable supply item, they will be turned in when the employee's appointment ceases or when old shoes are replaced.

**SECTION 9.** Safety meeting at the job site will be conducted weekly as specified in Fort Dix Regulation 385-5. For employees not available for such meeting due to leave, TDY, or commitments which prohibit attendance, letters or DF's containing meeting topics can be substituted.

**SECTION 10.** Local Occupational Health Hazard Inventories (LOHHI) will be conducted in those areas which have been determined by the Employer to constitute an occupation hazard in accordance with appropriate regulations.

**SECTION 11.** The Employer agrees to permit pregnant employees to continue to perform their duties as long as their doctor feels it wise prior to delivery. In addition, the Employer agrees to upon request from pregnant employee, grant maternity leave for the period of delivery, confinement and recovery. Both parties agree to address each case individually by meeting with pregnant employees desiring such leave in order to ensure their health and safety.

**SECTION 12.** The Employer agrees to provide adequate rest room facilities in all buildings and/or offices where bargaining unit employees are required to

perform work. If such facilities are not available within the confines of the work building, employees will be permitted to use facilities that meet safety and sanitary requirements and permitted reasonable time to travel to and from such facility in addition to utilization of said rest room.

**SECTION 13.** Employees who continually work at a Video Display Terminal (VDT) for more than 20 hours a week will be allowed 15 minutes work relief every other hour from actual VDT work. Said relief will be relief from VDT only, during which time other work will be performed.

## **ARTICLE 15**

### **ALCOHOLISM AND DRUG ABUSE**

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**SECTION 1.** The Union will cooperate with and support the Civilian Program Coordinator of the Installation Drug and Alcohol Control Program in the discharge of his/her responsibilities for a program which will serve Employer and Employee.

**SECTION 2.** In order to better meet the objectives of the Installation Alcohol and Drug Abuse Prevention and Control Program (ADAPCP), and to ensure the continued responsiveness of the program to the needs of both the Employer and Union, the parties agree to provide opportunity for mutual contribution to and cooperative participation in this program. This program is designed for rehabilitation and not elimination of the employee.

**SECTION 3.** Participation by a civilian employee in all aspects of the detoxification, treatment, and rehabilitation elements of the Installation ADAPCP will be voluntary.

**SECTION 4.** Continued unsatisfactory work performance or conduct due to alcohol or drug abuse, in cases where the employee refuses diagnosis and help for his/her illness, or fails to achieve satisfactory results in rehabilitation, may be the basis for adverse action subject to appropriate appeals procedures or the negotiated grievance procedures.

**SECTION 5.** Supervisors, coworkers, and Union representatives will be encouraged to obtain the advice and assistance of the Civilian Program Coordinator for the ADAPCP, who is a professional in treatment and rehabilitation for alcoholism and drug abuse, in order to help employees whose job performance has been adversely affected by alcohol or other drug problems. Any such request for advice and assistance will be treated with completed confidentiality, as provided for under Federal and Department of Army directives.

**SECTION 6.** Employer will provide rehabilitation services on a voluntary and confidential basis to its civilian employees, which may include the diagnostic and

consultation services available through the Occupational Health Service, counselling through the Installation ADAPCP, referral to appropriate community treatment and rehabilitation resources, or impatient care at military hospitals under, AR 40-3 and Cost Rate Schedule "A", AR 40-330. To protect his/her interests, no employee will be enrolled as part of the Installation ADAPCP without an initial interview and medical evaluation.

**SECTION 7.** When an employee has an alcohol or other drug abuse problem, the parties will encourage the employee to volunteer for assistance through any of the following: first line supervisor, Union representative, Occupational Health Nurse, Civilian Program Coordinator or other ADAPCP counsellors, to participate in a community rehabilitation program such as Alcoholics Anonymous or Narcotics Anonymous, or go directly to a private physician.

## **ARTICLE 16**

### **HAND TOOLS AND EQUIPMENT**

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**SECTION 1.** The Employer agrees to furnish the tools of the trade necessary for its employees to perform their job functions. Employees, in turn, will be responsible for the proper maintenance and safe-guarding of government owned hand tools and equipment for which they are responsible, in accordance with applicable regulations. Tools will be replaced by Employer, as required and authorized, with consideration being given to fair wear and tear or loss through no fault of the employee. The Report of Survey is not grievable. Reports of Survey are an appealable action and will be in accordance with governing regulations as it pertains to finding and/or collections.

**SECTION 2.** The Employer should provide a secure place for the employees to secure their tools at the end of each work shift.

**SECTION 3.** Employees will obtain the approval of the Employer, in writing, to use privately owned hand tools and equipment in the performance of assigned duties. All tools and equipment must meet applicable safety standards.

## **ARTICLE 17**

### **UNFAIR LABOR PRACTICES**

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**SECTION 1.** Both the Employer and the Union will refrain from such acts which constitute Unfair Labor Practices as defined in 5 USC 7116.

**SECTION 2.** In the event that a violation of 5 USC 7116 is perceived to have occurred, the charging party will, within thirty days of the violation, forward a written charge of the alleged Unfair Labor Practice to the party being charged. The charge will include:

- a.** The exact section of law which is alleged to have been violated.
- b.** A clear and concise statement of the facts concerning the incident.
- c.** Date, time, and place of the incident.
- d.** Individuals involved in the incident.

**SECTION 3.** The party against whom the charge is filed will have thirty days from the receipt of the charge to effect an informal resolution. If the charge is not resolved within this thirty day period, the charging party may file an Unfair Labor Practice charge with the appropriate Regional Director, Federal Labor Relations Authority.

**SECTION 4.** The mailing addresses for filing a written charge described in Section 2, above, are:

- a.** By the Employer: President, Local 1999, AFGE, Fort Dix, New Jersey 08640
- b.** By the Union: Commander (appropriate command element), ATTN: Civilian Personnel Officer, Fort Dix, New Jersey 08640

## **ARTICLE 18**

### **TRAINING AND DEVELOPMENT**

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**SECTION 1.** The Employer will make available to its employees information on training and development program opportunities. Each employee is responsible for taking full advantage of the developmental opportunities made available and for applying the learning to the job. Supervisors will inform their employees of applicable training programs available.

**SECTION 2.** In the event of a reduction-in-force, the Employer will determine from the appropriate State Employment Service whether any of the affected employees may be eligible for training at government expense and, if so, will inform the employees on how to apply for such training.

**SECTION 3.** When an employee becomes physically unable, based on a decision of competent medical authority, to perform his/her assigned duties, the Employer will consider reassigning the employee to another position for which he/she is qualified and whose duties can be performed within the limitations of his/her physical capabilities and without detriment to the employee, his/her coworker, or the government. It is recognized that in some cases of this type, a brief period of adjustment and training while on the job may be required.

**SECTION 4.** The Employer will determine which employees require training and when than training will take place. The Employer will select individuals to attend training. Special familiarization assignments in training may be made available to all employees concerned. Self-development will be encouraged and, where possible, all employees should participate. Training programs which enhance job performance shall be made available to all eligible employees. When extenuating circumstances prevent attendance at such sessions indicated herein, employees should immediately notify the Employer to request deferment of the requirement.

**SECTION 5.** No employee will undertake training for which he/she expects reimbursement which has not been approved by the Employer in advance on DD

Form 1556. Any funds expended by the employee, prior to approval by the Employer, will not be reimbursed.

**SECTION 6.** The Employer agrees to provide 30 days to employees to become familiar with job related materials and requirements to those employees who return from a detail to their previous job assignment.

## **ARTICLE 19**

### **HOURS OF WORK**

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**SECTION 1. REGULAR HOURS**—The administrative work week consists of seven (7) consecutive calendar days. The administrative work week begins at 0001 hours, Sunday, and ends at 2400 hours on the following Saturday. The calendar day on which a shift begins is considered the day of duty for that day, even though the work schedule extends into the next calendar day or into the following administrative week.

**SECTION 2.** The basic tour of duty will consist of five eight hour periods per week, normally 5 consecutive workdays. The regular hours of work will normally will not exceed eight hours a day, forty hours a week. A normal shift will consist of eight hours of work and a three-quarter hour, non-paid lunch break within an eight and three-quarter hour period. For US Army Medical Department Activity, a normal shift will consist of eight hours of work and a one-half hour, nonpaid lunch break within an eight-and-one-half hour period.

**SECTION 3.** The Employer and the Union agree that the Employer's right to change an established tour of duty is not subject to negotiation. However, the Union will be given the opportunity to negotiate the impact of such decision. Employees will be notified of the change as soon as possible after it is determined that the change is necessary. Such change will not be made for less than one week. The employer may make exceptions to these requirements when justifiable circumstances preclude compliance.

**SECTION 4.** The employee will be given at least one day advance notice prior to a schedule change which affects him/ her, except when emergency situations or circumstances would preclude such advance notice. Any changes by the Employer to an employee's shift or work schedule must consider commitments of the employee.

**SECTION 5.** The Employer and the Union are responsible for ensuring strict adherence by the employees to the prescribed meal break, during which the employees will be entirely free of duty in connection with their jobs. The meal break may not be considered as duty time and must be scheduled in addition to

the hours established for the daily tour of duty. However, where two or more eight hour shifts are in operation and time off for a meal is not possible, a meal break of 20 minutes or less may be counted as time worked and for which compensation will be allowed. Where such an on the job meal break is in effect, employees must spend this time at or near their work station.

**SECTION 6.** Incidental duties connected directly with the performance of a given job are considered assigned duties and time spent in their performance will be included in the daily schedule of working hours. These include time spent in travel which is an inherent part of, and inseparable from the work itself. However, travel from home or lodging place to work site is not considered work time.

**SECTION 7.** A reasonable period of time, as determined by the Employer, may be allotted at the beginning and end of each work shift to obtain/ return government vehicles, tools, and equipment. The same amount of time at the end of the shift will also be used for cleaning the employee's immediate work area and for personal cleanup, which has been determined by the Employer as necessary for personal hygiene and control of health hazards.

**SECTION 8.** The Employer agrees to allow a short rest period, of not to exceed 15 minutes, to be taken at or near the worksite for each four hours of work during a normal tour of duty. The scheduling of such rest periods will be between the second and third hours of each consecutive four-hour period of time to be determined by the activity supervisor. Such periods will be granted when beneficial and/ or necessary to the activity based on one or more of the following criteria:

- a. Protection of the employee's health by relief from hazardous work or that which requires continual and/ or considerable physical exertion.
- b. Reduction of accident rate by removal or fatigue potential.
- c. Working in confined spaces or in areas where normal personal activities are restricted.
- d. Increase in, or maintenance of, high quality and/ or quantity production traceable to the rest period.

**SECTION 9.** When a vacancy occurs during the normal tour of duty (0745-1630 hours) employees working other than the normal tour will be considered for reassignment to such vacancy, upon the request of the employee, provided the employee is in the same title, grade and series as the vacancy.

**SECTION 10.** The Employer agrees to permit employees who are scheduled for temporary duty work assignments to trade off the assignments with qualified volunteers as long as such change is approved by the Employer.

**SECTION 11.** The Employer agrees to furnish transportation employees (government vehicles) when the employees are required to travel from one work site to another after reporting to work if such vehicles are available. An employee may use his/ her personal vehicle to perform official business. The employee may be compensated for such use if permitted under regulatory directives.

**SECTION 12.** The Employer agrees that Union representative, under assignment by the Local President, may request adjusting his/ her shift starting and quitting time when performing representation duties for the employees on work schedules other than their own. In this situation, the Union representative must have an approved Fort Dix Form 1317 initialed by the Local President prior to submitting to his/ her immediate supervisor and coordinated with the Labor Relations Officer, Civilian Personnel Officer, Fort Dix, New Jersey 08640.

## **ARTICLE 20**

### **OVERTIME**

#### **SECTION 1. Definitions.**

- a. Regular overtime work means work that is part of an employee's regularly scheduled administrative workweek.
- b. Irregular or occasional overtime work means overtime work that is not part of an employee's regularly scheduled workweek.
- c. Regularly scheduled work means work that is scheduled in advance of an administrative workweek.

**SECTION 2.** Overtime assignments will be distributed in a fair and equitable basis by the Employer as required, to perform the mission in a particular job classification within the particular section requiring overtime to be worked. Individual employees will not be forced to work overtime against their expressed desires, as long as the overtime requirements can be reasonably met by other qualified employees willing to work. The Employer may request employees to indicate their availability for potential overtime work on a monthly basis. If overtime work is required and no employee has volunteered, the Employer may direct any employee to perform the overtime work. Overtime employees may switch scheduled overtime with another employee with the approval of the supervisor. When an employee works overtime, he/ she will be allowed the same time for breaks and meals which he/ she is allowed during regular eight-hour work period. Overtime is payable in increments of fifteen minutes.

**SECTION 3.** An employee's absence from duty on authorized leave with pay during the time when he/ she would otherwise have been required to be on duty during a basic workweek including authorized absence on a legal holiday, is deemed employment and does not reduce the amount of overtime pay to which the employee is entitled to during an administrative workweek. This provision does not apply if the employee is entitled to a greater overtime benefit as determined by the Fair Labor Standards Act. However, the Employer will not approve annual leave requests during any week in which the employee is scheduled to perform regularly scheduled overtime work.

**SECTION 4.** Compensatory time may be requested by Classification Act employees in lieu of overtime pay for irregularly scheduled overtime work. Such substitution will be on an hour for hour basis. Federal Wage System employees are prevented by law from using compensatory time in lieu of overtime pay.

**SECTION 5.** The Employer may establish call-back procedures for emergencies or contingencies, and is solely responsible for determining when such emergency or contingency conditions exist. For purposes of callback, the Employer will establish rosters, in each organizational element concerned with such duties, of employees who volunteer for callback. Individual employees on such rosters will be contacted for callback duties on a rotational basis, and will be informed during duty hours on the day, or before the weekend, when they are up next for callback duties. Employees who are contacted for such callback by the Employer's representative will report for work as directed. In the event that no employee is listed on the appropriate callback roster can be contacted to deal with a particular emergency or contingency situation requiring callback, Employer's representative may contact any qualified employee and direct that he/ she report for duty to deal with the situation in question. An employee who is called back to work for the purpose of performing a specific job or task may be required by the Employer to work at other jobs or tasks that are unrelated to the specific purposes for which called back. An employee who is called back to duty outside of, and unconnected with, his/ her scheduled hours of work will receive at least two hours of overtime pay for such callback. This callback procedure will not be used to preclude the scheduling overtime.

**SECTION 6.** For Shift work employees, when a requirement exists for an additional 8 hours of overtime, and volunteers are not available, generally the employee(s) on shift may be directed to work an additional 4 hours for a total of 12 hours and the employee(s) on the relieving shift may be directed to come in 4 hours early for a total of 12 hours.

**SECTION 7.** The Employer agrees that, when an employee is placed on standby tour, the employee will be paid in accordance with appropriate regulations.

## **ARTICLE 21**

### **DETAILS**

**SECTION 1.** The Employer agrees that details will be utilized in strict conformance with the policies and procedures prescribed in applicable regulations. The Employer will distribute details equitably within any given organizational element and among all eligible and qualified employees.

**SECTION 2.** Informal details are those used for periods of less than 30 days. Employees given informal details may submit a description of the assignment, through the supervisor, for inclusion in their personnel file. Formal details are those used for periods in excess of 30 days and will be documented by a Standard Form 52, Request for Personnel Action.

**SECTION 3.** Employees who are detailed to a higher graded positions will be temporarily promoted if the detail extends beyond 60 days and if the employee is otherwise qualified for the temporary promotion. The effective date of the promotion will be day 61.

## **ARTICLE 22**

### **LEAVE**

#### **SECTION 1. ANNUAL LEAVE:**

- a. Annual leave will be granted to employees for personal and emergency reasons when they can be spared from their duties. Under current Office of Personnel Management regulations, an employee may be entitled to restoration of forfeited annual leave, if leave was scheduled and approved as required, but was not taken because of overriding duty or work consideration.
- b. Employees will request leave when their services can be spared. The Employer will schedule leave when employees can be spared. Employees must submit a request(s) to use 80% of all available leave by 1 March. Where there is a conflict in the scheduling of leave and the conflict cannot be resolved by employees concerned, the senior employee (as determined by service computation date) will be given preference. Leave requested to be taken prior to 1 March will be approved on a first-come, first-served basis with no priority based on length of service. Employees will obtain advance approval from the Employer prior to using leave. The Employer will endeavor to inform the employee of approval or disapproval at the time the leave request is received.
- c. The minimum charge to annual leave is one hour. Additional charges are made in one-hour multiple. An employee will not be required to perform official duties during any part of the leave period charged against his/ her account.
- d. If the employee is confronted with an emergency, he/ she will contact the appropriate supervisor as soon as possible, but within two-hours, of the start of the first workday on which leave is to be taken. If extenuating circumstances prohibit the employee from making this contact within the two-hour timeframe, the appropriate supervisor will be notified at the earliest possible time thereafter. The mere report of an absence will not necessarily result in approval of annual leave. The supervisor will endeavor to make a decision when contacted by the employee as to whether the leave should be approved.

**SECTION 2. PERIODS OF BRIEF ABSENCE:** The Employer agrees to:

- a. Excuse, on an individual basis, brief absences or tardiness of less than one hour when the supervisor determines that the reason for the employee's absence from duty appears to be adequate. In such instances, employees will be excused from duty without charge to leave or loss of pay.
- b. Approve employee's request for annual leave or leave without pay for brief absences or tardiness when the supervisor finds that extenuating circumstances exist and are completely justified. The minimum charge for annual leave is one hour; additional charges are in one-hour multiples. The minimum charge for leave without pay is 15 minutes; additional charges are in 15 minute multiples.  
Absences of less than one hour will not be accumulated from day to day for the purposes of charging leave. An employee will not be required to perform official duties for any part of the leave period charged against his/ her account.
- c. Disapprove, on an individual basis, brief absences or tardiness when the supervisor determines that the reasons given by the employee does not justify his/ her absence and/ or the employee's attendance record is questionable.  
Disapproval constitutes an unauthorized absence and the employee will be considered absent without leave (AWOL) during this period. Periods of AWOL are chargeable in multiples of 15 minutes on time and attendance records. Pay is denied for the AWOL period and such absence may be a basis for disciplinary action.
- d. Immediately apprise the employee of the type of absence with which he/ she is being charged.

**SECTION 3. SICK LEAVE:**

- a. The accrual and use of sick leave will be in accordance with applicable laws and regulations. Employees who use three consecutive days of sick leave or more must submit a medical certificate which states that the employee could not report for work due to illness. If the required certificate is not furnished by the end of the pay period in which the absence occurred, and/ or upon return, the Time and Attendance (T&A) Card will reflect AWOL for the time period in question. If the certificate is provided the next pay period, the AWOL will be changed to sick leave on a corrected T&A Card. If the Employer suspects that an employee is abusing sick leave privilege, the employee may be required, in writing, to produce a doctor's certificate for every hour of absence. The Union agrees to conduct a vigorous education campaign concerning the benefits of accruing sick leave.

- b. The Employer and the Union agree that advanced sick leave will be limited to deserving cases of serious ability or illness, and that it may not exceed 240 hours at any time. Requests for advance sick leave will be processed in accordance with applicable Office of Personnel Management and Department of the Army Regulations.
- c. There is no restrictions on the amount of sick leave an employee may accumulate and carry forward from year to year.
- d. Employees will comply with all regulations and procedures in making applications for sick leave. Employees will request sick leave only when incapacitated for duty or undergoing the necessary medical examinations or treatment, or exposure to a contagious disease that would endanger the health of co-workers, family, which requires his/ her personal care. Employees will obtain advance approval for leave needed for routine medical, dental, or optical examinations or treatment.
- e. The minimum charge to sick leave is one hour. Additional charges to sick leave will be in one-hour multiples.
- f. An employee who is absent because of an illness should notify the Employer or designated representative as early as practicable on the start of the first day of absence. In the absence of extenuating circumstances, the notification must be made within two hours after the start of the first day of absence. For shift work personnel, the Employer or designated representative will be notified of the employee's absence due to illness at least two hours before the employee's working shift is scheduled to begin, except in unforeseen emergency situations.
- g. The employee requesting sick leave will indicate the general nature of the illness or basis for the requesting sick leave (e.g., flu, medical examination, etc., or in cases where the personal nature of the illness precludes description will attempt to describe the duration of the absence) at which time sick leave may be granted the Employer or designated representative.
- h. If the Employer or designated representative is not available, the employee will notify the individual taking the call of his/ her intent and will obtain the name of the individual contacted.
- i. Employees will report to the Occupational Health Clinic for disposition when they request leave to depart from work due to illness or injury and/ or upon returning to work after five or more days of absence due to sickness or injury. Employees, who have been absent from work because they had or were exposed to contagious disease which required a quarantine, will report to the

Occupational Health Clinic prior to returning to work so that their fitness for duty can be determined.

## **ARTICLE 23**

### **ADMINISTRATIVE ABSENCE**

**SECTION 1.** Administrative absences are those periods when employees, who would otherwise be in a duty status, are dismissed due to:

- a. Officially sanctioned acts of services such as medical examinations to determine fitness for duty, merit placement interviews at the installation, using Civilian Personnel Office or Equal Employment Opportunity Office Services, blood donation, and other circumstances as provided for in appropriate regulations. Supervisors are authorized to make individual determinations that the act or service is job related and therefore, not chargeable to leave. Supervisors may place reasonable limits on the length of such absences where not otherwise addressed in this agreement.
- b. Emergency situations which cause the interruption of normal operations of all or part of the installation by events beyond the control of management or employees. These situations may prevent employees from significant numbers from reporting to work or may necessitate the closing of all or part of the installation. The emergency must be general, rather than personal in scope or impact.

**SECTION 2.** In arriving at a decision to close all or part of the installation, the Employer will consider.

- a. The practice of other employers in the surrounding area.
- b. Criticality of continued operations.
- c. The effect of the emergency situation on the health and safety of employees.
- d. Other options to include a liberal leave policy

**SECTION 3.** Once the decision has been made to close all or part of the installation, leave will be charged or administrative time granted in accordance with FPM Supplement 990-2, Book 610, Appendix A. Those employees who are already on an approved leave status during the installation closing will be charged leave as approved by the Employer.

**SECTION4. Heat Extremes:**

- a. When the temperature and humidity reach Heat Phase IV as described in FDR 115-1, the Employer agrees to initiate a liberal leave policy for those employees adversely affected.
- b. In the event that the inside temperature reached 95 degrees and no ventilation or air conditioning is available, the Employer will initiate a liberal leave policy.
- c. When the temperature inside falls to a minimum temperature of 60 degrees for a 4 hour period, liberal leave will be initiated by the Employer.
- d. In temperature extremes outside the stated heat or cold range, the Employer will consider administrative leave.

## **ARTICLE 24**

### **JOB DESCRIPTIONS**

**SECTION 1.** The Employer agrees to provide employees with the current position description at the time of entry into each position and at any time the duties of the position are changed. Employees may provide a copy of their position description to the union.

**SECTION 2.** The Employer agrees that employees may pursue concerns regarding any aspect of their position description though applicable regulations. Employees may request the Union assistance if they choose.

**SECTION 3.** The Employer agrees that employees shall be given the opportunity, at least once a year, to review their position description and discuss it with the Employer. The Employer will make any required changes to the position at this time and whenever the Employer deems necessary and/ or appropriate.

**SECTION 4.** The phrase “performs other duties as assigned” means duties related to the basic position.

## **ARTICLE 25**

### **PERFORMANCE APPRAISALS AND STANDARDS**

**SECTION 1.** The Employer will implement a performance appraisal system which has been approved by the Office of Personnel Management and which:

- a. Provides for periodic appraisal of employee performance.
- b. Encourages employees participation in the development of performance standards. Both the Employer and the employee should become familiar with the regulation regarding definitions and the appraisal process.
- c. Uses the results of the appraisal as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining and removing employees.

**SECTION 2.** Employees will be given a Performance Plan within 30 days of the beginning of the rating period, Employees are encouraged to participate in the development of the plan.

**SECTION 3.** Employees will not be given an official Performance Appraisal until they have worked for 120 days under a Performance Plan.

**SECTION 4.** Performance ratings will generally be given annually, in writing, in accordance with applicable regulations. The rated employees will be given a copy of the rating. An in progress review of performance will be conducted at least semi-annually.

**SECTION 5.** Employees will be given their annual appraisal by the last day of the month following the end of the rating period as depicted in the following chart:

Grade	Rating Period Ends	Appraisal Due
02	31 Jan	28/29 Feb
03	28/28 Feb	31 Mar
04	31 Mar	30 Apr
05	30 Apr	31 May
06	31 May	30 Jun
07	30 Jun	31 Jul
08	31 Jul	31 Aug
09	31 Aug	30 Sep
10	30 Sep	31 Oct
11	31 Oct	30 Nov
12	30 Nov	31 Dec
13 and above	31 Dec	31 Jan

**SECTION 6.** Any disputes under the Article will be handled under the negotiated grievance procedure

## **ARTICLE 26**

### **PROMOTION AND INTERNAL PLACEMENT PLAN**

**SECTION 1.** All promotions and internal placements will be taken in accordance with applicable laws, rules and regulations.

**SECTION 2.** Any changes to local rules and regulations will be forwarded to the Union prior to being implemented.

**SECTION 3.** Non-selection for promotion or placement is grievable under the terms and conditions of this agreement.

**SECTION 4.** Non-selected employees may question the selecting official concerning areas which need improvement so that future promotion can be enhanced.

## **ARTICLE 27**

### **REDUCTIONS-IN-FORCE**

**SECTION 1.** Reductions in force (RIF) will be carried out in compliance with this article and applicable laws and regulations in effect at the time the RIF is conducted.

**SECTION 2.** At such time as release of information is permitted, the Employer agrees to notify the Union when it is determined that a RIF affecting bargaining unit employees may be necessary with the reasons therefore and the proposed effective date.

**SECTION 3.** The Employer agrees to consider minimizing in effect on employees whenever possible through reassignment, retraining or restricting recruitment for appropriate vacancies.

**SECTION 4.** The Employer agrees to inform affected employees of their rights to grieve a RIF action and the appropriate procedures to follow.

**SECTION 5.** The Employer will provide information to affected employees relative to State employment services; private employment opportunities, if available; unemployment compensation; and other Federal employment opportunities.

**SECTION 6.** The Union agrees to join with the Employer in accurately communicating to employees of the bargaining unit the basis and reasons for a RIF. In addition, the Union will attempt to answer employees' questions concerning the RIF prior to referring them to the Employer.

**SECTION 7.** In lieu of I&I bargaining on individual instances of RIF, the parties agree that the above procedures have been negotiated to apply to all reductions-in-force.

## **ARTICLE 28**

### **EMPLOYEE DISCIPLINE**

**SECTION 1.** Discipline is an action taken by the Employer, in accordance with applicable regulations, against an employee for violation of a law, regulation, rule, standard of conduct, supervisory instruction, safety practice, or unacceptable personal conduct in his/ her relationships with others. Such disciplinary measures are taken with the objectives of improving the efficiency of the service and of motivating the employee to comply with the requirements of the Employer. Disciplinary action will only be taken for just and sufficient cause and the penalty will fit the offense.

**SECTION 2.** If the Employer has been investigating any incident which could lead to disciplinary action against an employee, the Employer will notify the employee, within 15 days after the completion of the investigation, whether any disciplinary action will be taken against the employee.

**SECTION 3.** If a disciplinary action against an employee is reversed through appeal or grievance procedures, all references to that action will be removed from that employee's Official Personnel Folder.

#### **SECTION 4.**

a. The Union shall be given the opportunity to be present at any examination of an employee by a management official(s) in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him/ her and the employee requests representation.

b. The Employer shall annually inform its employees of their rights under subparagraph a. Of this section.

c.

**SECTION 5.** The Employer will allow any employee being disciplined and his/ her Union representative, to examine all supporting materials relied upon by the Employer to support its disciplinary action against that employee. Furthermore, where an employee elects to be represented by the Union in a disciplinary action, the Employer agrees to furnish a copy of all correspondence given to the employee.

**SECTION 6.** An employee affected by this article may either submit a grievance disciplinary or adverse actions) in accordance with the negotiated grievance procedures or appeal (adverse action) to the Merit Systems Protection Board in accordance with their rules and regulations, but not both. The grievance will be initiated with the individual who made the decision in accordance with the Negotiated Grievance Procedures.

**SECTION 7.** In the presentation of a disciplinary action before an arbitrator, the party disturbing the status quo will normally present their position first.

**SECTION 8.** If a Merit System Protection Board hearing is not held on the installation, the disciplined employee and his/ her witnesses who are required to attend will be compensated in accordance with the Joint Travel Regulation.

## **ARTICLE 29**

### **GRIEVANCE AND DISPUTE PROCEDURES**

**SECTION 1.** A grievance is defined as any complaint by any unit employee concerning any matter relating to the employment of the employee; by any labor organization concerning any matter relating to the employment of any unit employee; or by an employee, labor organization, or Employer concerning the effect or interpretation or a claim of a breach of this Agreement or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting the conditions of employment.

**SECTION 2.** An employee or group of employees desiring to file a grievance will use the negotiated grievance procedure outlined in this Article. This procedure shall be the only procedure available to unit employees and the Union for the resolution of grievances or disputes concerning matters affecting conditions of employment. This excludes actions based on unacceptable performance, and discrimination cases, wherein the employee may choose the negotiated or statutory procedure, but not both. This choice will be considered made upon the timely submission under one of the procedures. This procedure shall not be applicable to any grievance which:

- a. Concerns any claimed violation relating to prohibited political activities.
- b. Concerns retirement, life insurance, or health insurance.
- c. Concerns a suspension or removal for national security.
- d. Concerns any examination, certification, or appointment.
- e. Concerns the classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Stems from non-selection for promotion.
- g. Encompasses an action terminating a temporary promotion with a maximum period of two-years and returning the employee to the position from which he/she was temporarily promoted, or reassigning or demoting him/her to a different position that is not a lower grade or level than the position from which he/she was temporarily promoted.

- h. Provides as a basis the non adoption of a suggestion or a disapproval of a quality step increase, performance award, or other kind of honorary or discretionary award.
- i. Involve a warning or notice of an action, which, if effected, would be grievable under this Agreement.
- j. Involves termination of a probationary employee or of temporary employees with a definite time limitation; term employees; or annuitants, on or before the expiration date of appointment.
- k. Involves allegations of mismanagement when no form of personal relief to the employee is appropriate.
- l. Involves the content of published regulations and policy issued from a higher authority.
- m. Stems from the return of an employee from an initial appointment as a supervisor or manager to a non supervisory or non managerial position for failure to satisfactorily complete the required probationary period.
- n. Remedial action which includes disciplinary action against another individual.
- o. Performance appraisal grievances which are covered by FDR 690-3.

**SECTION 3.** An employee must present a grievance concerning a particular act or occurrence within ten working days of the date of the act or occurrence. A grievance concerning a continuing practice or conditions may be presented at any time. Submission of a complaint through other channels, e.g., EEO, will not extend the ten-day limitation for submission of a grievance.

**SECTION 4.** The Union, as the exclusive representative, has the right, in its own behalf or on the behalf of any employee in the unit, to present and process grievances. The employee has the right to present a grievance on his/her own behalf, provided that the Union shall be accorded the opportunity to be present during any grievance proceeding(s). However, binding arbitration may only be invoked by the Union or the Employer.

**SECTION 5.** When there is an individual or group grievance to be resolved, the following procedures will apply:

**Step 1.** The aggrieved employee, or group of employees acting as an individual, with a Union representative will discuss the grievance informally with

the immediate supervisor in an attempt to settle the matter. The supervisor will provide an oral response to the attendees of the first meeting within five working days of the date of the initial discussion with the employee(s) regarding the complaint. Failure on the part of management to observe the specified time limits shall entitle the Union to advance the grievance to the next step.

**Step 2.** If the aggrieved party is not satisfied with the results achieved through Step 1 and wishes to pursue the grievance further, the grievance must then be presented in writing to the Directorate level official having the authority to deal with the issue in dispute within seven working days. The written grievance must be specific in regard to the time, place, names of the employees and management officials involved; the nature of the grievance, and the personal relief desired. The Director or his/ her designated representative and Civilian Personnel Office representative will meet with the employee(s) and the employee(s) Union representative within ten working days after the receipt of the grievance to discuss the grievance and a written answer over the appropriate director's signature will be given to the employee(s) and representative(s) within thirteen working days after the meeting has taken place. Failure on the part of the aggrieved party and/ or the Union representative to present written grievance which meets the requirements stated above, to the Directorate level official within the specified limits shall cause the grievance to become invalid and it will receive no further consideration. Failure on the part of management to observe the specified time limits shall entitle the Union to advance the grievance to the next step.

**Step 3.** If the grievance is not settled at the Directorate level, the employee(s) and/or his/ her representative may, within ten working days after receipt of the Directorate's level official's reply, forward the written grievance, including copies of all correspondence with the Directorate level officials and other pertinent documents, through the Civilian Personnel Officer, US Army Training Center and Fort Dix, Fort Dix, New Jersey to the Commander of the major Fort Dix organizational element encompassing the appropriate Union Bargaining Unit. The Commander, or his/ her designated representative, will then review the grievance and request such additional information or investigation as appears necessary. A command decision will be rendered to the employee(s) and the employee(s) Union representative, over the appropriate Commander's personal

signature, or designee within twenty working days after the receipt of the grievance by the Civilian Personnel Office.

**SECTION 6.** Duty time consistent with mission requirements will be allotted to employees to discuss a grievance with their representative and to prevent grievances to management official.

**SECTION 7.** If the Union is not satisfied with the outcome of the grievance process under the provisions of this Article, the unresolved grievance may be processed by arbitration in accordance with the procedures set forth in Article 30 of the Agreement.

**SECTION 8.** When there is a dispute between the Union and the Employer regarding this Agreement and no individual or group grievance is involved, the following procedures will be followed:

**Step 1.** The Union president, or his/ her designated representative, and the Civilian Personnel Officer, or his/ her designated representative, and an official authorized to grant the relief or remedial action sought, will confer and seek to reach a satisfactory solution of the dispute within thirty working days of the presentation.

**Step 2.** If the problem is not resolved as a result of Step 1 of this procedure, the Union/ Employer will forward the matter, in writing, within ten working days through the Civilian Personnel Officer, to the Commander of the Major Fort Dix organizational element encompassing the appropriate Union Bargaining Units (or to the Union President, in the case of an Employer initiated grievance). This correspondence must specify the issue(s) involved and the position of the Union/ Employer on those issues and the relief sought. The appropriate Commander/ Union president will review the issue(s) involved and render a decision, in writing, to the Union/ Employer within twenty working days.

**Step 3.** If the decision is not acceptable to the Union/ Employer, it may, within ten working days of receipt of the decision, have the matter processed in accordance with the arbitration procedures set forth in Article 30 of this Agreement.

**SECTION 9.** Time frames referenced in this article may be extended at the request of either party, with the approval of the other party. Verbal requests will be confirmed in writing.

**SECTION 10.** Questions as to the interpretation of published Department of the Army policies or regulations, provisions of the law, regulation or higher authorities will not be subject to either the negotiated grievance procedure or arbitration procedures outlined in this Agreement, regardless of whether such policies, laws or regulations are quoted, cited, or otherwise incorporated or referenced in this Agreement.

## **ARTICLE 30**

### **ARBITRATION**

**SECTION 1.** Any employee grievance of Union-Employer dispute processed under Article 29 and whose settlement under this procedure is not satisfactory to either the Employer or the Union, may be submitted to arbitration as provided herein, upon written request of the unsatisfied party. Such written request will be provided to the other party within ten working days following the date of the decision under the final step of the grievance procedure. A request for arbitration by the Union will be addressed to the Commander of the major Fort Dix organizational element encompassing the Union Bargaining Unit where the dispute arose, ATTN: Civilian Personnel Officer. A request for arbitration by the Employer will be addressed to the President of Local 1999, AFGE.

**SECTION 2.** Within seven working days from the date the arbitration request is received by the addressee, Employer and Union representatives will meet for the purpose of selecting an arbitrator. If mutual agreement cannot be reached, the parties will submit a joint, written request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven impartial persons qualified to act as arbitrators. Employer and Union representatives will meet again within three working days after the receipt of such list to continue their attempts to select a mutually acceptable arbitrator. If the parties still cannot agree upon one of the listed arbitrators, then the Union and the Employer will delete one arbitrator's name from the list supplied by the FMCS and will repeat this procedure until there is one name remaining on the list. The first party to delete a name from the list will be the duly selected arbitrator for the dispute in question. If the arbitrator is not available within the 60 days, the party will reconvene within three working days to determine whether to accept the arbitrator's date or to repeat the selection. The party who deleted the first name on the first list will delete the first on the second list.

**SECTION 3.** The fees and expenses of the arbitrator, if any, shall be borne equally by the Employer and the Union, and this provision may not be invalidated by any "make whole" judgement issued as a result of the arbitrator's findings. Travel and per diem paid the arbitrator will not exceed the maximum rate payable

to Department of Defense employees under Volume II of the Joint Travel Regulations the arbitration hearing will be held on the Employer's premises during regular hours. Reasonable duty time will be allotted to employees required to participate arbitration hearings.

**SECTION 4.** The arbitrator will be requested by the parties to render his/her decision as quickly as possible, but in any event, not more than 30 calendar days after the conclusion of the arbitration hearings, unless the Employer and the Union agree otherwise. The decision will be in writing, will include a statement of the basis upon which it is made, and will be furnished concurrently to the Employer and the Union.

**SECTION 5.** Arbitration will extend to all issues considered to be grievable, but will not include changes or proposed changes to this Agreement or to Department of the Army policies and regulations. The arbitrator will not have the authority to modify any provision of this Agreement or Department of the Army policies or regulations, and will limit his/ her findings to the question, or questions, submitted for arbitration. The arbitration decision will be binding upon both the Employer and the Union, provided that the arbitrator's decision is limited to the issue(s) submitted to him/ her. However, either party may file an exceptions to the arbitrator's decision with the Federal Labor Relations Authority under regulations prescribed by the Authority.

**SECTION 6.** All disputes of grievability/ arbitrability will be referred to an arbitrator as a threshold question.

**SECTION 7.** The arbitrator's decision will conform to the precedent establishment by the Federal Labor Relations Authority, Merit Systems Protection Board, Equal Employment Opportunity Commission, and associated judicial decisions.

## **ARTICLE 31**

### **COMMERCIAL ACTIVITIES**

**SECTION 1.** The Employer and the Union agree to comply with OMB Circular A-76 in making contracting-out decisions.

**SECTION 2.** The Employer agrees to inform the Union President upon receipt of requirements to study the possibility of contracting-out of various work center duties performed by unit employees.

**SECTION 3.** The Employer agrees to forward at the request of the Union all pertinent information if releasable on all A-76 requirements during the entire period of each study, i.e., cost study, manpower levels, numbers of vacancies grade assignment, performance work statements, solicitations, and other material as prescribed under OMB Circular A-76.

**SECTION 4.** The Employer agrees to notify the Union upon scheduling any briefings or walk-throughs by private contractors in units/ work centers where duties are performed by unit employees. The Union in turn, will designate the name and title of their representatives to accompany and/ or attend walk-through/ briefings.

**SECTION 5.** The Employer will furnish, upon receipt, notice of contracting-out decision affecting unit employees.

**SECTION 6.** The Employer agrees to inform the Union upon any meetings to be held with unit employees on the subject, status, decision, and RIF notice under and pertaining to contracting out. When the Employer decides that Unit work will be contracted-out, the Employer will advise the Union concerning impact on unit employees. This shall include but not limited to information relative to reassignments, promotions, demotions, transfers, details, retirements, or other actions directed towards the employees affected directly or indirectly by the contracting.

## **ARTICLE 32**

### **EMPLOYEE PERSONNEL RECORDS**

**SECTION 1. GENERAL:** The Employer shall maintain the Official Personnel Folder and the Health Record of each employee in accordance with applicable laws, rules, and regulations (including the Privacy Act).

**SECTION 2. INFORMATION TO EMPLOYERS:** An employee's copy of written materials placed in the Official Personnel Folder shall be routinely given to the employees. Upon request, the materials shall be discussed with the employee.

**SECTION 3. EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDER:** Under request, an employee may review their Official Personnel Folder.

**SECTION 4.** In the event that the Employer decides to maintain an Employee Record Card on an employee, it shall be limited to documents and records pertinent to the employer and employee (e.g., performance appraisals, memorandums of record, letters of appreciation, awards, counseling statements). The contents of the file will be made available for review upon the request of the employee. Materials that are no longer relevant to the employer and employee will be destroyed in accordance with appropriate regulations. Materials maintained shall be of an official nature only.

## **ARTICLE 33**

### **PUBLICATION OF THE AGREEMENT**

**SECTION 1.** The Employer agrees to publish this Agreement and any amendments and supplements thereto, to distribute them to its officials and supervisors, and provide the Union with one thousand eight hundred copies of each of these documents for its use, within a reasonable period after their respective effective dates (as specified in Section 1 of Article 34). The parties agree to share equally the cost of publishing this Agreement and any amendments and supplements thereto.

**SECTION 2.** The Employer also agrees that the Printer's proofs of this Agreement, and any amendments and supplements thereto, will be furnished to the Union for its approval prior to their respective dates (Section 1 of Article 34).

**SECTION 3.** The Employer further agrees that this Agreement and any amendments and supplements thereto, will be printed in 4X6 format and in accordance with acceptable printing standards.

## **ARTICLE 34**

### **AGREEMENT**

**SECTION 1.** This Agreement will be implemented by the Employer and the Union on the first day of the month after the printed contract is distributed providing that it was approved by the Commander, US Army Training and Doctrine Command.

**SECTION 2.** The time period referred to in 5 USC7114©(2) which requires the head of an agency to approve an agreement will begin the day after the agreement is signed by the Employer and the Union.

**SECTION 3.** This Agreement will be in full force and effect and binding upon the Employer and the Union for a period of three years from the implementation date specified in Section 1 of the Article, and from year to year thereafter except as follows:

- 6.** If neither party notifies the other, in writing, not more than 105 days or less than 60 days prior to the three year anniversary date of this Agreement, or to any annual anniversary date thereafter, of its desire to reopen, amend, modify, or continue the Agreement, then the Agreement will be extended on the anniversary date specified.
- 7.** If either party notifies the other, in writing, not more than 105 days or less than 60 days prior to the two year anniversary date of this Agreement or to any annual anniversary date thereafter, of its desire to renegotiate the Agreement, then the Agreement will remain in full force and effect for a period not to exceed 90 days after the aforementioned anniversary date or until a new agreement is reached, whichever is earlier. It is understood, however, that this does not constitute a bar to contract.
- 8.** This Agreement will terminate at any time if it is determined that the Union is no longer entitled to exclusive recognition by the Employer.
- 9.** If at any time subsequent to the implementation of this Agreement (as specified in Section 1, above) it is determined that any of its

provisions are not in full compliance with any existing or future laws and the regulations of appropriate authorities , including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time this Agreement was approved; and by subsequently published agency policies and regulations required by law, or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level, then only that provision of this Agreement will be considered null and void, and all other provisions of this Agreement will remain in full force and effect.

**SECTION 4.** Except as provided in Section 5 of this Article, amendments and/ or supplements to this Agreement may be considered at any time upon the written request of either party to the other, and with the express consent of the party to whom the request is made. However, the party making such written request will specify therein the specific nature of the proposed amendment and/ or supplement, and the rationale or justification therefore; and the other party will have 30 calendar days in which to reply to this request.

- 10.**Proposed amendments and/ or supplements to this Agreement will be negotiated by the parties in accordance with the Memorandum of Understanding on Negotiation Procedures signed 1 June 1998. It is understood that only those items proposed as amendments and/ or supplements to this Agreement will be negotiated during these negotiation proceedings.
- 11.**Proposed amendments and/ or supplements to this Agreement will be considered adopted when there is mutual consent to their terms by the parties and they will become binding upon the parties in the same manner prescribed for this Agreement in Section 1 of this Article.
- 12.**However, both the Employer and the Union agree that they will keep requests for amendments and/ or supplements to this Agreement to a minimum in order to ensure regularized labor-management relationships, and to maintain the stability and continuity of policy and procedure during the term of this Agreement.

**SECTION 5.** Prior benefits, practices, understandings, and Fort Dix regulations consistent with this Agreement and currently in existence will remain in effect during the term of this Agreement, and will not be modified or terminated by the Employer or the Union without prior consultation or negotiation, as appropriate, with the other party.

**SECTION 6.** It is agreed by both the Employer and the Union that any negotiation of this Agreement, or negotiation of a new agreement between parties to replace this Agreement, will be conducted using the Memorandum of Understanding on Negotiations signed 1 June 1988.

## ARTICLE 35

### NEGOTIATIONS

**SECTION 1.** Subjects appropriate for negotiations between the parties during the life of this Agreement or supplements or amendments to this Agreement dealing with negotiable conditions of employment (when such negotiations are mutually desired) and management proposals for new or modified personnel policies, practices and matters affecting working conditions of employees in the unit.

**SECTION 2.** Additionally, in the event that the Employer proposes changes in conditions of employment which involve management rights reserved under Section 7106 of the Federal Service Labor Management Relations Statute or which are otherwise not negotiable, the Union is entitled to impact and implementation bargaining in the event such changes have more than a "de minimus" impact on bargaining unit employees. The following procedures shall apply with regard to negotiations concerning the impact and implementation (I&I) of those changes:

- a. The Employer shall notify the Union ten (10) calendar days or more prior to the planned implementation date of any proposed nonnegotiable change in conditions of employment, giving the Union seven (7) calendar days from the date of notification to submit proposals and to request I&I bargaining.
- b. If the Union does not request I&I bargaining and submit proposals within the seven-day limit, the Employer may implement the change without further negotiations.
- c. If the Union requests bargaining within the time limit, negotiations will commence not later than ten calendar days from the initial date of notification. Proposals are limited to identifying appropriate arrangements for employees who are adversely affected.
- d. If after 30 calendar days from the date negotiations commence, an agreement has not been reached on impact and implementation bargaining proposals, the Union agrees that the Employer's last offer may be

implemented. The Employer agrees to continue negotiations in good faith and to proceed, if necessary, through mediation by the Federal Mediation and Conciliation Service and through resolution of any impasses by the Federal Services Impasses Panel. The Employer further agrees to retroactively apply any procedures for implementation and appropriate arrangements for employees adversely affected which are negotiated by the Parties unless such retroactive application would result in undue disruption of activity operations.

**SECTION 3.** Nothing in this Agreement shall be interpreted or construed in any way to conclude that the Employer has agreed to negotiate away its management rights to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on technology, methods, and means of performing work. The Employers has all rights set forth in 5 USC 7106.

## **ARTICLE 36**

### **OFFICIAL SERVICES**

**SECTION 1.** The Employer agrees to list the telephone number of the Local's President, Executive Vice President and Treasurer in the Installation's Telephone Directory. The Union agrees to furnish such information, upon request from the Employer's appropriate representative who has the responsibility for publications to that directory.

**SECTION 2.** The Employer agrees to provide a copy of all local regulations which affect bargaining unit members when such regulations are published.

## **ARTICLE 37**

### **FURLoughs**

**SECTION 1.** If and when it becomes necessary to furlough employees, the Union will be notified as soon as a decision is made.

**SECTION 2.** Furloughs will be implemented in accordance with either Chapter 752 or 351 of the Federal Personnel Manual depending on the length and nature of the furlough.

## **ARTICLE 38**

### **ESSENTIAL PERSONNEL**

**SECTION 1. Essential Personnel:** The Employer will designate, in writing, those employees who perform duties which are critical to the continuity of operations. The employees will be notified of the special requirements placed on them for reporting to, or remaining at, their work sites in emergency situations. This list will be updated annually or when required.

**SECTION 2.** Essential personnel are those who are required to report or remain at work as a result of conditions which impact on continuity of operations. The impact must be general in scope. Examples of such situations are: mobilization, severe weather extremes, natural disasters, etc. Examples of some situations which do not apply are: water main breaks, power generator failures, etc. In the case of the latter, the situation will be corrected through normal overtime or call back procedures.

**SECTION 3.** Employees properly identified as “essential personnel: will be required to report for duty when directed. In the even and due to unusual circumstances, such employees cannot report for duty and proper procedures were taken by the employee notifying the Employer of such reason(s), they shall be relieved of the essential duty requirement. However, the Employer reserves the right to question such reason(s) and require documented proof of unavailability of the employee.

## **ARTICLE 30**

### **FEDERAL WORKERS COMPENSATION**

**SECTION 1.** The Employer will inform employees concerning the procedures for submitting claims. When an employee reports an on the job injury or occupational disease, employees are responsible for initiating the claim when they become injured or contract a disease as a result of their employment. Employees are also required to ensure that all subsequent forms are submitted are accurate and timely.

**SECTION 2.** Upon partial recovery, the employee will report for duty. The Employer will attempt to provide work within the reduced abilities of the employee. In order for the Employer to make this determination, the employee will provide a certificate from a physician, as determined by FECA, describing the duties the employee can and cannot perform.

**SECTION 3.** The Employer agrees to provide priority consideration for restoration to their position, or equivalent one, those injured employees who take longer than one year to recover, provided the employee applies for reappointment within 30 days of cessation of compensation. If an employee is fully recovered within one year, as determined by the employee's physician, the employee will be returned to his/ her position.

**SECTION 4.** Conflicts in opinion concerning the health of the employee will be resolved by the Office of Federal Worker's Compensation Program through their rules and regulations.

**SECTION 5.** Employees who sustain a permanent partial disability may be placed in a position where their skills can be utilized. Employees who are permanently disabled will be given the option to retire, resign or be separated.

**SECTION 6.** Injured employees requiring emergency treatment will report directly to the Emergency Room, Walson Medical Army Community Hospital. Injured employees who do not require immediate treatment will report to the Occupational Health Clinic for evaluation and treatment, as necessary.

## **ARTICLE 40**

### **HAZARDOUS MATERIAL SAFETY**

**SECTION 1.** The Employer will provide all available MSD sheets to the section using the hazardous material. These sheets will be made readily available to all potentially exposed employees upon request.

**SECTION 2.** The Employer agrees to respond to any reports of unsafe and/or unhealthful working conditions and conduct an inspection within 24 hours for imminent danger and within a reasonable time for other conditions.

**SECTION 3.** The Employer agrees to post notices of hazardous conditions discovered in any workplace. This notice shall be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful conditions and any required precautions required by applicable regulation.

**SECTION 4.** The Employer agrees to establish appropriate pay differential for all employees working with chemicals known to be a health hazard.

## **ARTICLE 41**

### **CHILD CARE**

**SECTION 1.** Both the Employer and the Union agree that Fort Dix will provide and maintain a child care facility for the maximum number of children with the space currently used.

**SECTION 2.** Both parties recognize that working parents may have special child care needs during working hours. The parties also recognize the needs of such parents to secure adequate child care arrangements. Therefore, both parties agree to allocate spaces for civilian employees who desire to use the Child Care Facility in accordance with applicable regulations.

**SECTION 3.** Both parties agree to provide day care facilities operated by the agency, Monday – Friday, 7:00 AM to 6:00 PM, to accommodate the needs of the child care for all eligible personnel.

**SECTION 4.** The Employer agrees that during any orientation of new employees, the subject of the availability of adequate child care will be covered.

## **ARTICLE 42**

### **ABSESTOS AWARENESS**

**SECTION 1.** The Employer has the responsibility to make every reasonable effort to provide and maintain safe working conditions with respect to the presence of asbestos containing material. Both parties agree that the provisions and procedures set forth by the Fort Dix Asbestos Management Program and applicable regulations will be followed.

**SECTION 2.** The Employer agrees that for all asbestos abatement work, employees will be provided protective clothing, materials, and equipment.

**SECTION 3.** The Employer agrees that the site(s) for asbestos abatement work will be properly supervised. Employees will be provided all available information as to the particular site, prior to the commencement of the asbestos abatement work. The Employer agrees to provide for environmental differential pay, in accordance with regulations. While assigned to and performing duties as prescribed in the removal and disposal of asbestos.

**SECTION 4.** The Employer agrees to make every reasonable effort to provide and maintain safe working conditions and, where applicable, to provide protection for the employee. The Employer agrees to make readily available information on known asbestos containing material.

**SECTION 5.** When circumstances or conditions exist which increase the potential or actual exposure to airborne asbestos above the OSHA action level, environmental differential pay will be awarded in accordance with regulations to those employees required to work in the area. If at any time an employee believes that EDP is warranted, said employee will immediately submit such claim to the Employer for consideration.

**SECTION 6.** The Employer agrees that, in all requirements pertaining to the Asbestos Awareness/ Abatement Program, the Union will be fully informed.