

**LABOR-MANAGEMENT  
AGREEMENT**

**BETWEEN**

**United States Army Training Support Center  
Fort Eustis, Virginia**

**Military Traffic Management Command  
Transportation Engineering Agency  
Newport News, Virginia**

**AND**

**American Federation of Government Employees  
(AFGE) Local 1643**

**Fort Eustis, Virginia**

**Effective Date  
15 September 1994**

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## ***PREAMBLE***

In accordance with (IAW) Title VII of Public LAW 95-454, Title VII, Civil Service Reform Act of 1978, hereafter referred to as the STATUTE, and subject to applicable STATUTES, executive orders, and regulations, this negotiated EMPLOYER-UNION Agreement, hereinafter called the Agreement, is entered into between the United States Army Training Support Center (ATSC), located at Fort Eustis, Virginia; the Military Traffic Management Command Transportation Engineering Agency (TEA), located in Newport News, Virginia; hereafter collectively referred to as the EMPLOYER; and American Federation of Government Employees (AFGE), Local 1643, Fort Eustis, Virginia; hereafter referred to as the UNION, and collectively referred to as the PARTIES.

## **DEFINITIONS AND AGREEMENT LANGUAGE**

Section 1. The STATUTE contains many definitions dealing with Federal Service Labor-Management Relations. For a better understanding of this Agreement, the following definitions are set forth:

- a. Supervisor: An individual employed by and Agency having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees; to adjust employee grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgement, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority.
- b. Management Official: An individual employed by an Agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency.
- c. Confidential Employee: An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policy in the field of labor-management relations.
- d. Professional Employee: (1) An employee engaged in the performance of work
  - (a) Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities);
  - (b) Requiring the consistent exercise of discretion of judgement in its performance;
  - (c) Which is predominantly intellectual and varies in character (as distinguished from routine mental, manual, mechanical or physical work); and
  - (d) Which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time; or (2) An employee who has completed the courses of specialized intellectual instruction and study described in subparagraph 1(a) of this paragraph and is performing related work under appropriate direction or guidance to qualify the employee as a professional employee as described in subparagraph 1(a) above.
- e. Collective Bargaining: The performance of the mutual obligation of an Agency representative and the exclusive representative of the employees in an appropriate unit in the Agency to meet at a reasonable times to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees; and to execute, if requested by either PARTY, a written document incorporating the collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either PARTY to agree to a proposal or to make concession.

Section 2. For the purpose of this Agreement the following terms are defined:

- a. Agency: Where the term Agency is used it refers to the Department of the Army.
- b. Consultation: Mutual discussion of policies, programs, and procedures related to working conditions of members of the unit which are within the authority of the EMPLOYER for the purpose of obtaining UNION views before the EMPLOYER takes final action. This definition does not compel either PARTY to agree to a proposal or make concession.
- c. Negotiation: Collective bargaining between the EMPLOYER and the UNION with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, executive orders, directives, regulations and published policies.
- d. Mid-Term Bargaining: Negotiations which take place during the life of the Agreement concerning changes to conditions of employment not covered by the terms of this Agreement; or pursuant to ARTICLE 7, DURATION, REOPENING, AMENDMENT AND PRINTING AND DISTRIBUTION.
- e. Impact and Implementation (I&I) Bargaining: Negotiations regarding procedures the EMPLOYER shall follow in implementing decisions resulting from the exercise of its reserved rights under Section 7106(A) of the STATUTE and appropriate arrangements for employees adversely affected by those decisions when such decisions concern changes to conditions of employment.
- f. Grievance: Any complaint-
  - (1) By any employee concerning any matter relating to the employment of the employee;
  - (2) By the UNION-concerning any matter relating to employment of any employee;or
  - (3) By any employee; the UNION or the EMPLOYER concerning-
    - (a) The effect or interpretation, or a claim of breach of this Agreement; or
    - (b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- g. Interest-Based Bargaining: Bargaining on issues, not on proposals.

Section 3. Contract Language:

- a. Gender: Whenever language in this Agreement refers to gender, it refers to either gender (i.e., he/him/his includes she/her/hers).
- b. Calendar days: Whenever a calendar day deadline falls on a non-workday, the deadline shall be the next regular workday.
- c. Filing Date: Whenever a deadline requires the filing or submission of written material, such writing must be received by the appropriate addressee not later than close of business on the deadline. Filings by mail shall be deemed dispatched reasonably in advance of any deadline, if post-marked five (5) calendar days in advance of such deadline.
- d. Shall vs Will: "Shall" and "Will" have the same meaning for purposes of this Agreement.

- e. Titles and Headings: In this Agreement, Article titles and Section headings are provided for ease of reference only and have no substantive meaning in and of themselves.
- f. Employees Covered by this Agreement: This Agreement applies to all eligible Bargaining Unit Employees assigned to either of the two units described in ARTICLE 8, UNION RECOGNITION AND BARGAINING UNIT DESIGNATION.

## **ARTICLE 1**

### **LABOR-MANAGEMENT COOPERATION**

In the interest of resolving problems, both PARTIES agree to the policy of referral and consideration with the intent to resolve problems at the lowest level. The PARTIES also agree to support Executive Order 12871 and to bargain over 7106(b)(1) subjects whether at UNION's request or as a result of a proposed agency action. In the course of bargaining, every effort will be made to avoid disputes over whether a proposal or issue under 7106(b)(1) is nonnegotiable because it conflicts with 7106(a). The PARTIES agree to focus on the intent of the proposal and on ways to reformulate it in a manner that does not result in a conflict with 7106(a). The PARTIES agree to use Federal Mediation Conciliation Service (FMCS) to assist in reformulating an issue.

## **ARTICLE 2**

### **PROVISIONS OF LAW, EXECUTIVE ORDERS AND REGULATIONS**

Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws, executive orders and the regulations, of appropriate federal authorities; by published Agency policies and regulations in existence at the same the Agreement was approved; and by subsequently published Agency policies and regulations required by law, executive order or by directive of appropriate authorities.

Section 2. It is agreed and understood by the PARTIES that this Article applies to, this initial Agreement and all supplemental, implementing, subsidiary, or informal agreements between the PARTIES.

Section 3. In making rules and regulations relating to personnel policy, procedures and practices and matters involving working conditions, the PARTIES shall give due regard and consideration to the obligations imposed by the STAT- UTE, executive orders and provisions of this Agreement.

## **ARTICLE 3**

### **MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION**

Section 1. The PARTIES agree to cooperate in implementing and administering the Agreement and effecting those changes in personnel practices and working conditions required by the Agreement.

Section 2. It is recognized that this Agreement is not all-inclusive and the fact that certain working conditions have not been addressed or specifically covered in the Agreement does not lessen the PARTIES' responsibility to meet for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered or addressed in this Agreement.

Section 3. Matters appropriate for, consultation or negotiation between the PARTIES are established in the STATUTE, applicable executive orders, and applicable Federal Labor Relations Authority (FLRA) rulings. Matters appropriate for negotiation are generally restricted to those matters within the authority and discretion of the EMPLOYER, and changes of laws and regulations or policies directive in nature to the EMPLOYER that may warrant changes to resource levels, manpower staffing patterns, technology, work methodology and personnel policies and procedures.

- a. Either PARTY has the right to confer with the other concerning subjects appropriate for consultation or negotiation. The PARTY desiring a meeting shall give notice to the other PARTY specifying the subject matter to be discussed.
- b. The EMPLOYER agrees that it shall notify the UNION in writing of proposed changes in working conditions of employees.

Section 4. Mid-Term Bargaining Procedures:

- a. The PARTY requesting bargaining shall do so in writing and shall include its written proposals along with its request for bargaining.
- b. The responding PARTY shall submit written counterproposals within ten (10) calendar days of receipt of any request to bargain.
- c. Negotiators shall commence not later than fifteen (15) calendar days from the receipt of the request to bargain and the written proposals.
- d. If, after thirty (30) calendar days from the commencement of negotiations, an agreement has not been reached, the PARTIES shall jointly invoke mediation.

Section 5. Impact and Implementation (I&I) Bargaining:

During the life of this Agreement, the EMPLOYER shall enter into I&I bargaining if requested by the UNION on any decision or action taken by the EMPLOYER in exercising its management rights, except where appropriate arrangements for employees adversely affected by the exercise of such rights and implementing procedures have already been negotiated and agreed to by the PARTIES and incorporated into this Agreement or into a supplemental agreement or memorandum of understanding (MOU).

Section 6. I&I Procedures:

- a. The EMPLOYER shall notify the UNION in writing prior to the planned implementation of a proposed change to conditions of employment. The written notice shall provide the UNION:

- (1) The proposed change,
  - (2) The reason for the change, and
  - (3) The proposed effective date of the change
- b. Normally the Union shall have fifteen (15) calendar days: from the date of notification to request bargaining and to forward written proposals to the EMPLOYER.
  - c. If the UNION does not request bargaining and does not forward written proposals within the time limit, the EMPLOYER may implement the proposed change(s).
  - d. Upon timely request by the UNION, bargaining shall commence within ten (10) calendar days of the EMPLOYER's receipt of the UNION's written proposals, unless otherwise agreed upon by the PARTIES.
  - e. If, after thirty (30) calendar days from the initial date of notification by: the EMPLOYER, an agreement has not been reached on I&I proposals, the PARTIES shall jointly invoke mediation.

Section 7. Negotiability: Issues regarding negotiability of an item under discussion shall be resolved IAW the STATUTE and applicable regulations.

Section 8. Little Or No Impact:

The UNION agrees it will not request I&I bargaining over issues which have little or no impact on bargaining unit employees.

## **ARTICLE 4**

### **NEGOTIATED GRIEVANCE PROCEDURES (NGP)**

Section 1. The PARTIES recognize that situations may arise where unit employees, the UNION, or the EMPLOYER may become aggrieved over matters relating to conditions of employment or the interpretation and application of this Agreement or any supplemental agreements. This Article provides procedures for fair, simple, and expeditious consideration and settlement of grievances. The term "grievance" is defined in the DEFINITIONS section of this Agreement.

Section 2. This NGP is the exclusive procedure available to unit employees, the UNION, and the EMPLOYER for resolving grievances except in those instances where administrative appeals must utilize Agency Grievance procedures.

Section 3. The following matters are excluded from the NGP:

- a. Political Activities;
- b. Retirement, Life or Health Insurance disputes which are appealable under applicable OPM Operating Manuals;
- c. Suspension or Removal for National Security Reasons affected under 5 U.S.C. 7532;

- d. Examination, Certification or Appointment;
- e. Position Classification which does not result in loss of grade or pay;
- f. Nonselection for promotion from a group of properly ranked and certified candidates;
- g. Allegations of mismanagement;
- h. Equal Employment Opportunity (EEO) Complaints;
- i. Termination of probationary employees and employees serving under time-limited or on-call appointments;
- j. The establishment of performance standards and critical elements/objectives (the application of elements/objectives. and standards/objectives is grievable);
- k. Proposed personnel actions; and
- l. The decision to grant or not grant an incentive award (the compliance with applicable regulations and this Agreement is grievable).

Section 4. A grievance may be filed by an employee, a group of employees, the UNION or the EMPLOYER. An employee or group of employees may handle his or their own grievance or use a UNION representative. If the employee requests a UNION representative, he or his representative shall inform the EMPLOYER. If an employee or group of employees present a grievance on their own behalf, the UNION shall be notified and have the right to be present at each procedural step of the grievance proceedings.

Section 5. The EMPLOYER shall grant a reasonable amount of time off the job for employees to investigate, prepare and/or present grievances. An employee desiring time off of the job must first obtain his supervisor's permission before leaving the work site. In requesting such approval from his supervisor, the employee must state the reason for the absence and the estimated time of return to the work site. UNION representatives must comply with procedures established in ARTICLE 10, UNION REPRESENTATION, of this Agreement.

Section 6. If two or more employees file identical grievances (where the basis for the grievance and corrective action sought and identical), the grievance shall be processed as a group grievance with one employee serving as the representative grievant. The processing and resolution of the group grievance shall apply to all grievants in the group.

Section 7. In presenting a grievance, at any Step, either the aggrieved employee or his representative shall inform the EMPLOYER that he is presenting a "grievance" for processing under the NGP.

Section 8. At any Step, upon written request, the EMPLOYER shall provide pertinent records JAW 5 U.S.C. 7114(b)(4).

Section 9. The PARTIES expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail, however, the following procedures are established for settlement of grievances. If any potential grievance is not taken up with the employee's immediate supervisor within fifteen (15) calendar days after the

occurrence of the issue, or the date the employee becomes aware of the issue, such grievance shall not be considered or presented at a later date, except where circumstances beyond control of the employee prevent the presentation of such grievance. A grievance concerning a continuing practice or condition may be presented at any time. Note: Where the subject of the grievance concerns a disciplinary action, the grievance shall be filed with the Deciding Official.

Step 1: The disagreement will be discussed informally with each PARTY to determine if a grievance exists (This process must be completed within five (5) calendar days after the EMPLOYER is first notified of the issue.) Then if a grievance exists, it shall first be discussed by the aggrieved employee and his representative, if any, and the employee's immediate supervisor, who will try to resolve it. If the issues raised are outside the supervisor's authority and responsibility, he must contact the officials who may be able to help. If the matter is not settled, within seven (7) calendar days from the time of this meeting, the employee or UNION may reduce the grievance to writing on the grievance form to be provided by the EMPLOYER (APPENDIX B of this Agreement), stating the issue(s) and the corrective supervisor within seven (7) calendar days after the final meeting at Step 1. The grievance issue(s) submitted at Step 1 shall be the sole issue(s) in the grievance to be considered and no additional issue(s) shall be presented at any further step of the grievance procedure. Additional issues can be initiated as separate grievances.

Step 2: Within seven (7) calendar days after receipt of the grievance form, the supervisor shall meet with the aggrieved employee and his representative, if any, as designated on the form at APPENDIX C, to discuss the grievance and attempt to reach a settlement. Where the issues involved in the grievance are beyond the authority and responsibility of the supervisor, appropriate management officials (below the Commander/Director level) shall be present at the meeting. If no resolution or settlement is reached at this time, the employee shall be advised of the supervisor's decision in writing (on the grievance form) within ten (10) calendar days after the date of the Step 2 meeting.

Step 3: If no satisfactory settlement is reached between the employee and the higher supervisor, the grievance may be submitted in writing on the grievance form (APPENDIX B of this Agreement), within seven (7) calendar days of the Step 2 decision to the appropriate activity Commander/Director, ATTN: Personnel Management Support Office (PMSO). The Commander/Director or designee shall render a decision in writing on the grievance form (APPENDIX B of this Agreement) within fourteen (14) calendar days from receipt of the grievance.

Section 10. No representative of the UNION shall solicit grievances from employees.

Section 11. Once a grievance has been accepted for processing under the NGP, failure of the aggrieved employee or the UNION to comply with the applicable time limit or procedure specified at Steps 1, 2, or 3 of Section 9 terminates consideration of the grievance. Failure of a management official of the EMPLOYER to comply with any applicable processing time limit will constitute a valid basis for the grievance to be advanced to the next higher step of the NGP; however, election by the employee or the UNION to await EMPLOYER'S decision rather than advance shall not count against the time limits for proceeding after receipt of a decision. Time limits stated in this Article may be extended by mutual written agreement among the aggrieved employee, the UNION, and the management official involved. If either PARTY knows it shall need an extension, it shall not wait until the last day to submit its request for extension. If management knows it will not grant the requested remedies, it shall not delay the grievance by holding it until the last day of the present Step.

Section 12. EMPLOYER grievances shall be filed in writing with the President or an elected officer of the UNION. UNION grievances shall be filed in writing with the Chief; PMSO, by an elected officer of the UNION. The EMPLOYER or UNION shall present a grievance in writing to the UNION or EMPLOYER, as applicable, within fifteen (15) calendar days after occurrence of the action or incident being grieved, or the date the PARTY becomes aware of such incident. The grievance shall specify the basis for the grievance and the corrective action sought. The PARTIES agree to meet within ten (10) calendar days and attempt in good faith to resolve the grievance. Written decisions shall be issued within fifteen (15) calendar days of receipt of the grievance.

Section 13. The PARTIES agree to consider the use of FMCS grievance mediation services or a panel of equal UNION and MANAGEMENT officials, but not both.

- a. Grievance mediation must be requested in writing within ten (10) calendar days following the conclusion of the last step of the NGP. Grievance mediation, if used, must be by mutual consent, Neither PARTY is obligated to use this service; nor shall the voluntary, mutual consent to use the service limit a PARTY'S right to invoke arbitration at a later date. If the PARTIES agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request shall be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The PARTIES also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and the PARTIES agree to follow its guidelines, which entitle a grievant to be present at the mediation conference. The Mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration. Nothing said or done by the PARTIES or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings. Furthermore, the PARTIES agree to hold FMCS, and the Mediator appointed by the Service to

conduct the mediation conference, harmless of any claim of damages arising from the mediation process.

- b. Grievance Resolution Panel (GRP). The purpose of the GRP is to assist the PARTIES to resolve the grievance prior to binding arbitration as well as make recommendations which will avoid similar grievances in the future. The GRP will be empowered by the PARTIES to review, investigate or establish the facts, events and circumstances which prompted or serve as the basis for the complaint or grievance; to identify the key issue(s) or problems(s) involved; to determine the relevancy or application of the AGREEMENT or regulations; and, to provide a report, oral or written, of the results of their investigation and to make nonbinding recommendations which will be presented to the PARTIES for their consideration. The GRP report and recommendations will be given serious consideration by the PARTIES as a basis to resolve the grievance. From an administrative standpoint and to expedite the grievance resolution process: (1) the GRP will have twenty (20) calendar days from the date that the GRP is appointed to conclude their investigation and to make their report; (2) panel will consist of one (1) MANAGEMENT and one (1) UNION representative; (3) either a UNION or a MANAGEMENT representative appointed to serve on the GRP will be designated as a Leadperson or Chairperson with such designation made by mutual agreement of the PARTIES or by the toss of a coin; and (4) time spent serving on a GRP will be considered as official duty time; (5) the GRP report will become part of the grievance file. Use of this procedure must be by mutual consent.

Section 14. Grievances not resolved under this Article may be referred to arbitration IAW ARTICLE 5, ARBITRATION OF GRIEVANCES.

## **ARTICLE 5**

### **ARBITRATION OF GRIEVANCES**

Section 1. In the event that any grievance or dispute arising under this Agreement entitled, "NEGOTIATED GRIEVANCE PROCEDURES (NGP)", is not settled or resolved under that Article's procedures, such grievance, upon written request by either PARTY within ten (10) calendar days following the conclusion of the last Step of the grievance procedure or within ten (10) calendar days following the conclusion of the Grievance Mediation process, may be referred to formal arbitration. Should a question of arbitrability of the grievance be raised by either PARTY, that that the question shall be heard first as a threshold issue under this procedure followed by the issue(s) of the grievance in one arbitration. Only the grievance is found arbitrable, however, shall the Arbitrator decide the merits of the grievance. Any grievability or arbitrability issue(s) must be raised within ten (10) calendar days of invoking arbitration.

Section 2. Within seven (7) calendar days from the date of receipt of the arbitration request, the PARTIES shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five (5) impartial persons qualified to act as Arbitrators. The

PARTIES shall meet within fourteen (14) calendar days after receipt of the arbitration list. If the PARTY that invoked the arbitration fails to meet with the other PARTY within the fourteen (14) calendar days, unless the delay is beyond the PARTY's control or is mutually agreed to in writing, the request for arbitration shall be considered null and void, and the FMCS shall be so notified. If the PARTIES cannot mutually agree upon one (1) of the listed arbitrators, then a "toss of coin" shall determine who strikes first and each PARTY shall alternate striking one (1) Arbitrator's name from the list until only one (1) name remains. Should the requesting PARTY withdraw its request to arbitrate the grievance after the arbitrator has been selected, that PARTY shall bear all cancellation or other fees charged by the Arbitrator for such cancellation, unless a settlement agreement specifies otherwise.

Section 3. The fees and expenses of the Arbitrator shall be borne equally by the PARTIES. Travel and per diem shall not exceed the maximum rate authorized by the Joint Travel Regulations. The arbitration investigation, and/or hearings shall be held during the regular work hours, Monday through Friday, except for holidays. The employee, his representative, and any witnesses, as determined by the Arbitrator, who are employees in a duty status shall be excused from duty without loss of pay or charge to leave for the time necessary to participate in the Arbitrator's investigation. Where the PARTIES mutually request a transcript or the Arbitrator requests a transcript, the expense shall be shared, otherwise the PARTY requesting a transcript is responsible for ordering and paying applicable costs. If the other PARTY subsequently decides that it also wants a copy, that PARTY must also order and pay any applicable costs for its copy.

Section 4. The Arbitrator shall be requested to render his decision to the PARTIES as quickly as possible after the conclusion of the proceedings and within thirty (30) days if at all practicable. The Arbitrator will render his findings, recommendations and award to the EMPLOYER and furnish a copy of same to the UNION.

Section 5. The PARTIES will in good faith attempt to define the issue(s). If complete agreement cannot be reached on the issue(s) prior to arbitration, the PARTIES will present their respective issue(s) to the Arbitrator at the hearing. The Arbitrator will then determine the issue(s) to be heard.

Section 6. The Arbitrator's award is binding on the PARTIES except that either PARTY may file exceptions to an award with the Federal Labor Relations Authority (FLRA), under regulations prescribed by the FLRA.

Section 7: No Arbitrator shall have the power to add to, subtract from, disregard, alter or modify the contract terms contained in this Agreement.

## **ARTICLE 6**

### **UNFAIR LABOR PRACTICES (ULPs)**

The PARTIES agree that complaints or disputes that arise under 5 U.S.C. 7116, ULPs, should be resolved informally between the PARTIES to include use of alternate dispute resolution procedures prior to submitting a formal ULP. In this respect, the PARTIES agree to file their informal complaint either orally or in writing with either the EMPLOYER, ATTN: Chief, PMSO, or the President, AFGE Local 1643. The PARTIES agree to meet within ten (10) calendar days after being notified of the complaint in a good faith effort to informally resolve the complaint or dispute. The PARTIES agree to consider alternate dispute resolution procedures, such as selection and use of an impartial Fact-finder, Mediator, or Panel who would review the facts, listen to arguments and make recommendations to the PARTIES to resolve the complaint. If no informal resolution is reached within thirty (30) calendar days of the informal filing, the ULP may be forwarded to the FLRA .

## **ARTICLE 7**

### **DURATION, REOPENING, AMENDMENTS, AND PRINTING/DISTRIBUTION**

Section 1. Duration: This Agreement shall remain in full force and effect for a period of three (3) years from the date of its approval by the head of the Agency or his designee, or from the 31st day after execution, whichever is sooner. This Agreement shall automatically be renewed for three (3) year periods thereafter unless written notice of a desire to renegotiate the Agreement is served by either PARTY between the 105th and 60th day prior to expiration of the contract.

Section 2. Reopening: This Agreement is subject to re-opening:

- a. By mutual consent of the PARTIES concerned; or
- b. To modify, add or delete clauses or Articles as may be necessary when new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

Section 3. Continuation of Agreement: When the re-negotiation of this Agreement is pending or in process, and the PARTIES are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of the Agreement shall continue in effect until a new Agreement is effected.

Section 4. Approval and Amendments: This Agreement and any amendments thereto shall become effective on the date approved by the Agency head or his designee IAW the STATUTE and shall remain in effect until this Agreement expires or is terminated.

Section 5. Printing/Distribution: The EMPLOYER shall publish this agreement and any amendments or supplements and shall furnish the UNION sufficient copies of the Agreement in booklet form including any supplements and amendments, to permit the UNION to distribute one to each employee in the Bargaining Unit. The EMPLOYER shall furnish 100 additional copies of this Agreement to the UNION for its internal use. The UNION will be responsible for any and all additional copies needed after this initial issue.

## **ARTICLES 8**

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

The EMPLOYER recognizes the American Federation of Government Employees (AFGE), Local 1643, as the designated exclusive bargaining representative for the following two (2) bargaining units:

(ATSC)

All employees of the United States Army Training Support Center whose official duty station is Fort Eustis, Virginia, but excluding all management officials, supervisors, pro-fessional employees, temporary employees whose appoint-ments are for less than one year, and employees described in 5. U.S.C. 7112(b) (2) (3) (4) (6) and (7).

(TEA)

All employees of the Military Traffic Management Command Transportation Engineering Agency paid from appropriated funds whose official duty station is located in Newport News, Virginia but excluding management officials, supervisors, professional employees and employees described in 5 U .S.C. 7112(b) (2) (3X4) (.6) and (7).

## **ARTICLE 9**

### **UNION RIGHTS AND OBLIGATIONS**

Section 1. The UNION shall accept eligible employees in the BU as members without discrimination based on race, color, religion, creed, age, sex, national origin, political af-filiation, marital status or physical and/or mental handicap.

Section 2. The UNION shall act for and negotiate agreements covering all BU employees and shall represent the interests of all such employees without discrimination, and without regard to UNION membership in matters covered by this Agreement.

Section 3. BU employees may be represented only by themselves or the UNION when filing a grievance under Article 4 of this Agreement. This does not preclude an attorney or national representative from representing the employee when so designated by the UNION.

Section 4. The UNION has the right to represent any BU employee in connection with an informal or formal grievance. The UNION shall be obligated to represent non-dues-paying members of a BU in pursuing grievances covered by Article 4 of this Agreement only.

Section 5. The UNION shall be given an opportunity to be present at any formal discussions between management and employee(s) or employees' representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the units.

Section 6. The UNION shall abide by the applicable provisions of the Standards of Conduct for Labor Organizations.

## **ARTICLE 10**

### **UNION REPRESENTATION**

Section 1. The EMPLOYER agrees to grant reasonable official time to properly elected and/or appointed and recognized UNION Officers and Stewards IAW this Article to perform representational activities expressly provided for by the STATUTE and terms of this Agreement. UNION Officers and Stewards shall conduct their UNION business with dispatch.

Section 2. The UNION; reserves the right to elect or appoint its Officers and Stewards. For the purpose of official time, the EMPLOYER shall recognize the following Officers and Stewards:

- a. Officers: President; one (1) Executive Vice-President, two (2) Vice-Presidents, (one (1) ATSC, one (1) TEA), one (1) Chief Steward, and one (1) Executive Secretary/Treasurer.
- b. Stewards: The number of UNION stewards shall be the number required to provide reasonable access to a steward by any unit employee but shall not exceed a ratio of one (1) steward per fifty (50) employees. The UNION is responsible for selecting Stewards familiar with the area for which they provide representation. It is understood that the UNION shall properly orient and indoctrinate Stewards with respect to the STATUTE as well as the provision of this Agreement.

Section 3. The UNION shall keep the EMPLOYER advised at all times, in writing, whenever changes occur in the assignment of its Officers and Stewards (additions and/or deletions). If an addition, the written notice shall include the name of the employee's supervisor, and the area(s) they are authorized to represent. No employee shall be recognized by the EMPLOYER as an Officer or Steward until his name has been provided to the EMPLOYER in writing. The listing of UNION Officers and Stewards and their assigned area(s) of representation shall be posted on all official bulletin boards by the UNION. The EMPLOYER shall provide the UNION President a copy of the letter to be sent to the Officer or Steward's supervisor informing him of the employee's assignment as an Officer or Steward.

Section 4. Official Time:

- a. The UNION President, other UNION Officers and UNION Stewards shall be granted a reasonable amount of time to perform the following representational duties concerning the bargaining units covered by the Agreement, and to which they are assigned:
  - (1) To prepare for and attend meetings with the EMPLOYER.
  - (2) To investigate, prepare and present employee grievances.
  - (3) To investigate, prepare and present UNION grievances.

- (4) To receive, investigate, and prepare responses to EMPLOYER grievances.
  - (5) To represent unit employees in disciplinary and adverse action proceedings.
  - (6) To participate in periodic UNION/EMPLOYER meetings, panels, council and committee meetings.
  - (7) To represent employee during investigatory meetings when requested by the employee.
  - (8) To prepare for third party proceedings.
  - (9) To participate in third party proceedings in a representational or witness capacity.
  - (10) For administration of this Agreement.
  - (11) Negotiations within the meaning of 5 U.S.C. 7131(a).
  - (12) Participation in proceedings of the Federal Labor Relations Authority within the meaning of 5 U.S.C. 7131 (c).
  - (13) Participation in a representational capacity in third-party proceedings.
- b. Unless otherwise agreed between the PARTIES, official time shall be permitted for only one UNION Officer or Steward at any one time for any meeting with the EMPLOYER concerning representational duties listed in Section 4.a., above.

#### Section 5. Scheduling Official Time:

- a. UNION Officers and Stewards shall schedule official time, described in Section 4.a., with their immediate supervisors, unless otherwise agreed to by the supervisor. Scheduling disputes shall be resolved by their second line supervisor, or if not resolved, shall be referred to the PCPSA Labor Relations Office.
- b. UNION officials shall request other official time prior to leaving their work areas, by submitting a "Request to Leave Assigned Work Area to Perform Representational Duties" form (See APPENDIX A). The EMPLOYER shall provide the form at the time permission is sought to perform representational duties. The Officer or Steward shall complete the form after returning to his work area and shall return it to his immediate supervisor, who shall forward a copy to the PCPSA Labor Relations Branch, with a copy for the requesting Officer or Steward. If the immediate supervisor is not available at any stage of this process, the next level supervisor is the designated representative of the EMPLOYER.
- c. Official Time scheduled shall depend on work load requirements. Official time scheduled shall not be withdrawn except for work load emergencies for which alternative employees are not available. The decision to use alternative employees will be at the discretion of the EMPLOYER. Before official time is denied, the supervisor shall consult with the PCPSA Labor Relations Branch. An explanation and alternate time shall be provided if any official time request is denied.

Section 6. If a UNION Officer or Steward of the unit enters another work area, he shall obtain the supervisor's permission first, prior to conducting UNION-EMPLOYER business.

Section 7. It is agreed that activities concerned with internal management of the UNION shall be performed during the non-duty hours of the UNION Officers and Stewards and employees concerned. Such activities include, but are not limited to the solicitation of membership, collection of dues, distribution of literature, campaigning for UNION Officers and conducting elections for UNION Officers.

Section 8. UNION Officers/Stewards shall not solicit employee complaints or grievances while in a duty status or at the work site.

Section 9. The EMPLOYER agrees that authorized representatives of AFGE shall be allowed to visit ATSC/TEA at reasonable times on appropriate UNION business provided the UNION agrees to give advance notice of such visits to the PCPSA Labor Relations Branch. There is no requirement for advance notice for visits to the UNION office to meet solely with the UNION officials on internal UNION business.

## **ARTICLE 11**

### **UNION DUES (PAYROLL WITHHOLDING)**

Section 1. The EMPLOYER agrees that authorization for voluntary allotments of pay by employees for the payment of UNION dues shall be accepted and processed per applicable laws and regulations and this Agreement.

Section 2. The UNION agrees to procure the prescribed allotment form (Standard Form 1187) from the EMPLOYER; to distribute the form to its members; to inform and educate its members on the program for allotments for payment of dues and the use and availability of the required form; and to certify as to the current amount of its dues.

Section 3. The EMPLOYER agrees that an allotment authorization may be submitted at any time through the PMSO, which shall forward it to the servicing finance office within seven (7) calendar days of receipt. Generally, allotments shall become effective at the beginning of the first pay period after receipt of the form in the servicing finance office.

Section 4. The EMPLOYER shall automatically terminate an allotment within fourteen (14) calendar days of notice, when the employee leaves the unit as a result of any type of separation, transfer from the bargaining unit or other personnel action (except detail); upon loss of exclusive recognition by the UNION; when this Agreement providing for dues, withholding is terminated by an appropriate authority outside the Agency; or when the employee has been suspended or expelled from the UNION, in which case the UNION shall notify the EMPLOYER, ATTN: PMSO in writing, within seven (7) calendar days after such action has been taken.

Section 5. An employee may at any time, voluntarily submit a Standard Form 1188 or other written request to the EMPLOYER to terminate or revoke an existing dues

withholding authorization. Section 7115(a) of the STATUTE states that an existing request to withhold UNION dues may not be revoked by an employee for a period of one (1) year. Therefore, an employee's request to terminate such authorization will not become effective until after the first year of withholding, or the first pay period after 1 March of each subsequent year. The EMPLOYER shall notify the UNION within seven (7) calendar days after receipt of an employee's revocation request by submitting to the UNION a copy of the Standard Form 1188 or the written request.

Section 6. The EMPLOYER shall maintain a supply of Standard Form 1188s and shall make the forms available to employees upon request. However, a written request for revocation of an allotment, which is otherwise in order and signed by the employee, shall be accepted and acted upon by the EMPLOYER, even though not submitted on the form. It is the employee's responsibility to see that the form or written request for revocation is received in the servicing finance office in timely manner.

Section 7. The remittance of the total dues withheld shall be made by check payable to Treasurer/President, AFGE, and address designated in writing by the local. Such remittance shall be made no later than seven (7) calendar days following the day on which the related salaries were paid to members of the UNION, along with a listing of employees' names and amount of individual dues withheld.

Section 8. This Article shall continue in full force and effect upon the expiration date of this Agreement and until a new Agreement is effective.

## **ARTICLE 12**

### **UNION PUBLICITY, BULLETIN BOARDS, INFORMATION AND MEMBERSHIP LISTS**

Section 1. The EMPLOYER agrees to submit material for the UNION in the "unofficial" section of the Fort Eustis Post Bulletin on a "space-available" basis. This material is restricted to the announcement of periodic and special meetings, recreational and welfare activities. Material published shall be IAW appropriate Agency regulations and shall not contain material relating to partisan political matters, or which reflects upon the integrity or motives of any individual, another employee, organization, or upon the Federal Government. Material to be published in the bulletin shall be submitted to the bulletin publisher IAW its deadlines.

Section 2. The UNION may submit items for publication in the Fort Eustis Wheel on a "space available" basis to the Public Affairs Office IAW its deadlines, or enter into arrangements with the publisher to purchase advertising space. The UNION recognizes that the Fort Eustis Wheel publishers have an established editorial policy designed to further the interests and objectives of the EMPLOYER and the Agency. All material published shall be IAW applicable regulations.

Section 3. The EMPLOYER shall provide reasonable bulletin board space at various locations in the unit for the posting of material related to the internal operation of the UNION. The UNION shall be responsible for posting and removing material and maintaining its bulletin board space in an orderly condition. The UNION agrees to comply with governing laws and regulations and shall ensure that all postings are approved by the local UNION President or his designee and are free of scurrilous or libelous material.

Section 4. The EMPLOYER shall furnish to the UNION, upon written requests, information, data, and publications IAW applicable laws.

Section 5. The EMPLOYER, at the written request of the UNION, but not more than twice a year, will furnish the UNION with a list of names, positions, titles, grades/levels, installation and duty stations of all employees in the bargaining unit and any other information required by law or regulation. This information, which will be furnished within thirty (30) calendar days after the written request is received, shall be used in conjunction with administering this Agreement and for membership solicitation purposes.

Section 6. The UNION shall be provided a list of new employees monthly which shall include their work locations.

## **ARTICLE 13**

### **UNIOIN TRAINING**

Section 1. UNION representatives shall be granted administrative leave to attend training or receive briefings on subjects within the scope of the STATUTE to the extent that such training is of mutual benefit and permitted by workload. The leave to be granted shall ordinarily not exceed eight (8) hours per calendar year for each Officer and Steward to attend UNION/MANAGEMENTN sponsored training. In addition three (3) UNION representatives shall be allowed an additional thirty-two (32) hours administrative time per calendar year for training. The UNION shall submit to the EMPLOYER, ATTN: Labor Relations Office, normally twenty (20) calendar days in advance, any request for administrative leave, to include the following information: Name(s) of representative(s) and date, time, place of meeting, and subject matter/agenda. The EMPLOYER shall respond to the request normally ten (10) calendar days prior to the start of the requested period.

Section 2. If available, the EMPLOYER shall provide upon request form the UNION, a meeting place conveniently located of ample capacity to conduct UNION seminars and training sessions including film presentation.

## **ARTICLE 14**

## **UNION FACILITIES AND SERVICES**

### Section 1. UNION Office.

- a. The EMPLOYER shall provide the UNION not less than three hundred twenty-five (325) square feet of space for its UNION office in an environmentally controlled and securable facility, at no cost to the UNION for the space or utilities.
- b. Any and all modifications, additions, changes to be UNION office shall be at the UNION's expense, except for materials available at Self-Help Program, and must have the prior approval of the EMPLOYER.
- c. The UNION office shall be used by the UNION only in the conduct of business specifically authorized by the STATUTE, this Agreement, or the EMPLOYER.
- d. If the need should arise to move the UNION to another location, the new location shall be private and accessible to bargaining unit employees. The UNION shall be given a minimum of thirty (30) calendar days' notice prior to any such move. The EMPLOYER shall be responsible for moving the UNION office furniture and equipment, and establishing utilities at the new location, including telephone service provided under this Article.

Section 2. Maintenance of Office/Furniture/Equipment. The UNION shall ensure that the UNION office, and all furniture issued to it are maintained in or restored to a clean, secure, safe, and sanitary condition. On reasonable notice, the EMPLOYER may periodically inspect to ensure that these conditions are being met. The UNION shall be financially responsible for any damage to the EMPLOYER's building, which occurs during its occupancy or use thereof, to the same extent any employee would be responsible for Government property issued or in his control.

### Section 3. Telephone Equipment/Access.

- a. The EMPLOYER shall provide the UNION office one (1) telephone line with local calling area off post access, for conducting its representational communications, at no cost to the UNION. The UNION agrees that no toll calls (long-distance, 3d party, or collect) shall be charged to the EMPLOYER provide telephone.
- b. Any arrangements for telephone service, other than Fort Eustis service, shall be made through the EMPLOYER with the UNION assuming all costs.
- c. The UNION shall be responsible for any toll charges under Section 3.a., above, and costs under Section 3.b., above, which if unpaid after thirty (30) days' notice shall be cause for the EMPLOYER's termination of telephone service.
- d. The UNION shall have access to the PROFS E-mail System.

### Section 4. UNION Use of EMPLOYER Facilities and Office Equipment.

- a. The UNION agrees that it shall not use EMPLOYER facilities or office equipment other than equipment issued to the UNION for use in the UNION office without permission for the EMPLOYER.

- b. The UNION may request to use EMPLOYER facilities or office equipment not located in the UNION office. Requests shall include the facilities or equipment to be used and the reasons use of the facilities or equipment is necessary. The EMPLOYER shall consider the request and inform the UNION whether or not the request will be granted. When the UNION is granted permission to use the EMPLOYER's facilities or equipment that use shall be subject to the policies and limitations of the EMPLOYER concerning the facilities or equipment.

Section 5. The EMPLOYER shall furnish a reserved parking space for the UNION President, UNION Vice-President (ATSC), and the UNION Chief Steward near the work site of each. The EMPLOYER will also provide one (1) reserved parking space near the UNION office for any UNION officer.

## **ARTICLE 15**

### **EMPLOYER RIGHTS AND OBLIGATIONS**

Section 1. Subject to Section 2 below, nothing in this Article shall affect or unduly interfere with the exercise of the authority of the EMPLOYER as specified in 5 U.S.C. Sec, 7106a of the STATUTE.

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the EMPLOYER; and
- b. IAW applicable laws and regulations—
  - (1) To hire, assign, direct, layoff, and/or retain employees; or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which EMPLOYER's operations shall be conducted;
  - (3) With respect to filling positions, to make sections for appointments, promotions and/or reassignments from---
    - (a) Among properly ranked and certified candidates; or
    - (b) Any other appropriate source; and
    - (c) To take whatever actions may be necessary to carry out the EMPLOYER's mission during emergencies.

Section 2. Per executive order, the EMPLOYER and the UNION will discuss, consult and/or negotiate on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty; or on the technology, methods and means of performing work; or the procedures which the EMPLOYER shall observe in exercising any authority under this Article; or appropriate arrangements for employees adversely affected by the exercise of any authority under this Article.

Section 3. Searches of desks, lockers or other facilities assigned to employees may be permitted on the basis of reasonable suspicion of work related misconduct based on specific objective facts and reasonable inferences drawn from those facts. Except where exigent circumstances exist, searches shall be conducted in the presence of the employee or, in his/her absence, a UNION representative shall be given a reasonable opportunity to be present as an observer.

## **ARTICLE 16**

### **ADVERSE WEATHER POLICY**

Section 1. When IAW applicable law and USATCFE regulations, it has been determined that activities must be curtailed due to adverse weather conditions, employees shall be administratively excused without charge to leave or loss of pay. Employees considered mission essential, as determined by the EMPLOYER, shall be required to report or remain on duty.

Section 2. When the decision has been made to curtail activities during duty hours and to administratively excuse employees, employees shall be promptly notified IAW TCFE Severe Weather Plan 600-2.

Section 3. On-the-spot mission essential personnel shall be designated to complete work that must be accomplished. This is not meant to include normal routine work.

Section 4. When it has been determined prior to the beginning of a tour of duty that activities must be curtailed due to adverse weather conditions, mission essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission essential employees to report for duty, they shall be excused IAW this Article and IAW TCFE Severe Weather Plan 600-2.

Section 5. Employees, other than those referred to in Section 3, above, who are designated mission essential shall be notified in advance that they have been designated as such in writing.

Section 6. The EMPLOYER agrees that employees on approved leave, annual, sick, etc., shall have such leave changed to administrative leave IAW TCFE Severe Weather Plan 600-2.

Section 7. The PARTIES agree that there may be instances when the EMPLOYER is required to shut down or reduce its heating/air conditioning to conserve energy. If this should result in adverse working conditions, except where employees are excused pursuant to the TCFE Severe Weather Plan 600-2, the EMPLOYER should use one or more of the following to reduce or eliminate such conditions:

- a. Allow nonessential employees to vary their tours of duty.
- b. Move employees to different locations on post.

c. Implement liberal leave policies.

## **ARTICLE 17 CONTRACTING OUT**

Section 1. The EMPLOYER retains the right to make determinations with respect to contracting out as provided for in the STATUTE and applicable federal-wide directives and regulations.

Section 2. As requirements are known, the UNION shall be notified of those functions scheduled for review under the Commercial Activities Program that may have an impact on unit employees.

Section 3. It is agreed that since it is to the EMPLOYER's advantage that the Performance Work Statement (PWS) during commercial activity reviews be as accurate as possible, the UNION shall be provided a complete copy and given the opportunity to review the statement for thoroughness. Comments must be provided within thirty (30) calendar days after receipt and shall be carefully considered by the EMPLOYER. It must be noted that this provision applies only to commercial activity reviews affecting the bargaining unit.

Section 4. The UNION shall be advised of contracting out decisions. Any resulting Reduction-in-Force (RIF) shall be conducted IAW the RIF Article of this Agreement. Impact and implementation issues other than RIF shall be negotiated at the request of the UNION.

## **ARTICLE 18 HEALTH AND SAFETY**

Section 1. The safety and health of employees on the job is of utmost importance, and the PARTIES agree to join in the furtherance of good safety and hygiene practices IAW applicable standards for safety and hygiene.

Section 2. The individual employee has the responsibility for observance of safe working practices and an obligation to observe safety rules and practices in order to protect himself and his fellow workers. Failure to follow safety rules and practices may result in corrective action.

Section 3. The EMPLOYER is responsible for providing a safe and healthful work place and environment for the employees. The UNION shall cooperate to achieve that end and shall encourage all employees to work in a safe manner. The UNION shall publicize upon request, notices to employees demonstrating the UNION's support of the EMPLOYER's Safety Program.

Section 4. The EMPLOYER shall welcome at any time suggestions for practical ways of improving safety and hygiene conditions.

Section 5. The EMPLOYER shall comply with applicable Agency Safety and Hygiene Regulations and Executive Order 12196.

Section 6. Where necessary for the accomplishment of the job, the EMPLOYER shall furnish and maintain proper protective clothing and equipment IAW applicable regulations. All tools that the EMPLOYER determines necessary to perform the job shall be furnished to employees at no cost to the employees.

Section 7. The EMPLOYER shall provide and maintain tepid water, as determined by OSHA, and toilet facilities as near to the normal duty area as reasonably possible.

Section 8. Employees are responsible to report all accidents immediately as required by existing regulations. The EMPLOYER shall require all supervisors to comply with current regulations and instructions-concerning reporting of accidents and providing medical services to employees. Time spent in medical facilities by employees during work hours for emergency medical treatment as a result of on-the-job illness or injury shall not be charged as leave.

Section 9. Whenever appropriate officials determine that conditions or practices exist in any place which could reasonably be expected to cause death or physical harm, the EMPLOYER shall take immediate action to abate the danger to employees.

Section 10. The EMPLOYER agrees to adhere to and enforce policies for the prevention of infectious or blood borne diseases established by the Centers of Disease Control.

## **ARTICLE 19**

### **ON-THE-JOB-INJURIES**

Section 1. The EMPLOYER shall make appropriate arrangements to ensure that emergency medical treatment is available.

Section 2. Medical treatment shall be provided IAW the Federal Employee Compensation Act (FECA) and 5 U.S.C. 8101(1) for disability due to personal injury or disease sustained or contracted while in the performance of duty.

Section 3. An employee who sustains a disabling, job-related traumatic injury is entitled to continuation of regular pay for a period of forty-five (45) calendar days IAW applicable laws and regulations. The EMPLOYER will ensure that the employee receives a CA-1 Form, Federal Employee's Notice of Traumatic Injury Claim for Continuation of Pay/Compensation, and is advised of processing requirements.

Section 4. The EMPLOYER shall assist employees in applying for reimbursement from the Office of Workers Compensation Program for expenses incurred in obtaining medical treatment.

## **ARTICLE 20**

### **PAYCHECK DELIVERY AND ALLOTMENTS**

Paychecks shall be delivered by electronic funds transfer (EFT) to a fanatical institution of the employee's choice.

## **ARTICLE 21**

### **SMOKING/USE OF TOBACCO PRODUCTS**

The PARTIES agree they will comply with DA smoking guidance.

## **ARTICLE 22**

### **TEMPORARY DUTY (TDY) TRAVEL**

Section 1. The EMPLOYER has the right to require employees to travel on TDY under the conditions and requirements prescribed in applicable laws and regulations. Travel orders, issuance of government credit cards, advance travel pay, payment of per diem, travel allowances and expenses, shall be processed IAW the Joint Travel Regulations and Agency guidance.

Section 2. Except under emergency circumstances, the EMPLOYER shall issue travel orders, when required, sufficiently in advance to permit the employee to obtain a transportation request and to draw advance travel pay during working hours prior to his scheduled departures.

Section 3.

- a. Normally, the Employer shall riot require TDY outside of the normal work week except in cases where the assignment is required for the entire administrative work week and where the employee must travel to be in attendance, or for other mission requirements.
- b. Time spent by an employee in travel status from his official duty station is considered as hours worked IAW applicable laws and regulations.

## **ARTICLE 23**

### **TRANSPORTATION**

Section 1. The EMPLOYER shall endeavor to provide transportation to employees when conducting official business. The use of a government-furnished vehicle or the mode of transportation is not mandatory. In the case of local travel, the EMPLOYER may authorize the use of a privately owned vehicle (POV). Reimbursement in this case shall be IAW appropriate Local Travel Regulations.

Section 2. When conducting official business in the local area; employees shall avail themselves of EMPLOYER furnished transportation services. Employee(s) may elect to use their POVs.

Section 3. Normally employees shall not transport government property in a POV without prior written authorization of the EMPLOYER.

Section 4. When an employee, while using his personal vehicle for official business has an emergency arising out of the use of such vehicle, he shall immediately notify his supervisor of the nature of the emergency.

Section 5. The EMPLOYER shall advise all employees in writing by annual posting of their liabilities and responsibilities with regard to the use of either a personal or an official vehicle for official business. All new employees shall be given a copy of this information as part of their orientation.

## **ARTICLE 24**

### **REORGANIZATION**

Section 1. The EMPLOYER shall notify the UNION in writing as soon as possible, but in no event less than fifteen (15) calendar days prior to a pending reorganization.

Section 2. Any resulting RIF shall be conducted IAW the RIF Article of this Agreement.

## **ARTICLE 25**

### **EMPLOYEE RIGHTS AND OBLIGATIONS**

Section 1. Employees have and shall be protected in the exercise of the right, freely and without fear or penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. Except as provided for in this Article and pursuant to the STATUTE the freedom of such employees to assist any employee organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority.

Section 2. The EMPLOYER shall take such action, consistent with law, as may be required to assure that employees in the unit are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in any employee organization.

Section 3. The rights described in this Article do not extend to participation in the management of an employee organization, or representation of any such organization, where such participation or representation would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with official duties of an employee.

Section 4. Any employee has the right, regardless of UNION membership, to bring matters of personal concern to the attention of appropriate officials, IAW applicable laws, rules, regulations, or established policies.

Section 5. When the EMPLOYER conducts an examination in connection with an investigation, the employee being interviewed is entitled, upon the employee's request, to the presence of a UNION representative, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him/her. If representation is requested, the employee shall not be questioned further regarding the matter under investigation until his request for a UNION representative has been granted and the UNION representative has had a reasonable time to respond.

## **ARTICLE 26**

### **EMPLOYEE COUNSELING SERVICES**

Section 1. The PARTIES endorse the goal of early identification and referral of those employees with possible alcohol or drug abuse, or serious personal problems which are affecting the employee's conduct or work performance. In such cases the PARTIES agree to cooperate to assist the employee by referring the employee for professional counseling, screening and diagnosis. Voluntary employee participation in counselling and rehabilitation services may be facilitated through a clear understanding by the employee that unless the problem is identified and corrected, he may be subject to disciplinary, adverse, or other appropriate action by the EMPLOYER to address his conduct or performance problems. The UNION, because of its relationship with its members can give understanding and sympathetic offer of guidance and support.

Section 2.

- a. Employees seeking the help of Counseling Services may schedule an appointment.
- b. The PARTIES, either jointly or separately, may also schedule an appointment for an employee. In furthering an employee's motivation for rehabilitation, the PARTY scheduling the appointment is encouraged to accompany the employee and participate in the initial session(s).
- c. EMPLOYER sponsored Counseling Services are available to employees without charge.
- d. It is agreed and understood by the PARTIES that Counseling Services shall be administered IAW applicable laws and regulations.

Section 3. The EMPLOYER has the right and responsibility to discuss work performance and/or conduct with an employee in a counseling session. The focus of counseling sessions shall be on the issues of job performance and/or conduct rather than diagnosis or judgements of substance abuse, emotional, or other problems.

Section 4. If the EMPLOYER determines that referral to Counseling Services is appropriate, the UNION should fully, support and assist in encouraging the employee to

respond positively to referral. This support and assistance may include joint discussions by the PARTIES.

Section 5. An employee who personally acknowledges, or is diagnosed with a substance abuse and/or emotional problem which is affecting his conduct and/or work performance shall be offered assistance and rehabilitation.

Section 6. Employees shall be authorized leave as appropriate IAW existing rules and regulations and this Agreement to obtain treatment and rehabilitation.

Section 7. All discussions, counseling sessions, and records of the Counseling Service, or any other program to which an employee may be referred are confidential IAW existing law and regulations. Normally, no information may be disclosed without the prior written consent of the employee.

Section 8. The employee's job security or promotional opportunities shall not be jeopardized solely by his request for assistance.

## **ARTICLE 27**

### **EMPLOYEE FACILITIES**

Section 1. Unit employees shall be provided parking near their work area. Handicapped employees, as defined in controlling regulations, shall have access to handicapped parking in close proximity to their working areas. Employees temporarily handicapped to the extent that walking to and from parking lots would create an undue hardship shall have access to handicapped parking.

Section 2. The EMPLOYER shall maintain adequate lighting, heating, and cleanliness in work areas and rest rooms.

Section 3. Employees shall be provided a break/eating room in buildings where space/facilities permit. Assorted vending machines shall be installed IAW AAFES policies if space permits.

## **ARTICLE 28**

### **EMPLOYEE TRAINING AND DEVELOPMENT**

Section 1. The PARTIES agree that job related training and development of employees are mutually beneficial. The UNION may make recommendations to the EMPLOYER relative to the training of employees. EMPLOYER training programs shall be established under the provisions of the Government Employee's Training Act to increase efficiency and effectiveness of government operations.

Section 2. The EMPLOYER shall publicize pertinent training and career counseling opportunities which are available to employees for self-development.

Section 3. To assure efficiency of employees in the performance of their duties, selection of employees for training programs shall be "fair and equitable, and IAW

applicable laws and regulations. Upon request from the UNION, the EMPLOYER agrees to furnish the UNION data or informational brochures, booklets and notices of available employee training, which is normally maintained by the EMPLOYER in the regular course of its business and updates as may be necessary.

Section 4. As determined by the EMPLOYER, with input from the employee, on-the-job and/or formal training shall be provided to assist the employee in meeting the requirements of his position.

Section 5. If an employee selected for training advises that he does not desire the training, the EMPLOYER may consider a qualified substitute unless such training is determined by the EMPLOYER to be necessary for the employee selected. In cases of hardship, the EMPLOYER should attempt to accommodate the hardship; however, the UNION recognizes that cases will arise where the employee shall be required to attend the training.

## **ARTICLE 29**

### **EMPLOYEE RECOGNITION**

Section 1. The EMPLOYER, through its publications, by personal contract and other available means, shall urge supervisors to recognize employees who sustain a level of performance significantly above reasonable expectations. Supervisors shall be urged to use Letters of Appreciation, Letters of Commendation, Honorary Awards, Time-Off Awards, and Monetary Awards to the maximum extent that such awards are merited and resources permit.

Section 2. Quality Step Increases (QSI) and Performance Awards may be used to recognize sustained high quality performance of assigned responsibilities. Special Act of Service Awards, or Time-Off Awards may be used to recognize individuals or groups for meritorious personal efforts, acts, service or scientific achievements performed within or outside assigned job responsibilities.

Section 3. IAW applicable law and regulations, a QSI shall not change the effective date of the employee's normal within-grade pay increase; however, if a QSI places an employee in the fourth or seventh step of a grade, the waiting period for a regular within-grade increase is extended by fifty-two (52) weeks under the prescribed graduated waiting period schedule.

## **ARTICLE 30**

### **ORIENTATION FOR NEW EMPLOYEES**

Section 1. The PARTIES recognize the importance and the value of employee orientation.

Section 2. The UNION shall be afforded the opportunity to be represented at new employee orientation sessions. One UNION representative shall be permitted the opportunity to:

- a. Advise bargaining unit employees of its existence;
- b. Describe the bargaining unit it represents;
- c. Provide the telephone number where UNION representatives can be reached;
- d. Distribute copies of the Agreement to bargaining unit employees; and
- e. Respond to questions.

Section 3. The UNION agrees that the purpose for attending new employee orientations shall not be for the purpose of soliciting UNION membership.

Section 4. The UNION shall advise the EMPLOYER, ATTN: Labor Relations Branch, the name of the person designated to serve as its representative at new employee orientations. The UNION may change its designee upon written notification to the EMPLOYER.

## **ARTICLE 31**

### **JOB DESCRIPTIONS AND CLASSIFICATIONS**

Section 1. Employees shall be furnished a copy of their job descriptions upon initial appointment and as major changes in duties and responsibilities are made. The EMPLOYER shall assure that all job descriptions are periodically reviewed and updated as required to reflect substantial changes in major duty assignments, or the application of new classification standards. The EMPLOYER shall explain to the employee all changes in the job description when there is a significant change in duties, responsibilities, or supervisory controls.

Section 2. Questions regarding the accuracy or coverage of job descriptions should be resolved between the employee and his supervisor. If not resolved, the employee may grieve IAW the NGP. The employee's right to grieve the accuracy of his job description shall be accomplished without fear of penalty reprisal.

Section 3. Under Agency procedures, an employee may file an oral or written classification complaint requesting a review of his position (title, pay plan, job series, grade/level). The oral classification complaint must be presented to the employee's immediate supervisor. Employees are encouraged to file an oral classification complaint prior to filing a formal, written position classification appeal.

Section 4. An employee may file a position classification appeal requesting a change to his official pay category, title, series, or grade/level. Such appeals should be specific enough for the EMPLOYER to determine the basis for the appeal and the desired action. General Schedule employees may file an Agency appeal or appeal directly to the Office of Personnel Management. Federal Wage System employees must first file a

classification appeal with the Agency. If dissatisfied with the Agency decision, the employee may further appeal to the Office of Personnel Management.

Section 5. An employee may be represented by a person of his choice in presenting an oral classification complaint or a position classification appeal. However, the UNION is obligated to represent only UNION members in statutory appeals. An employee who requests an audit to resolve specific aspects of his official job description may have a representative present at the audit IAW applicable regulations.

Section 6. The phrase "performs other duties as assigned," which is contained in each job description, shall ordinarily refer to duties related to the current job description or duties and tasks associated with the job occupation or job family. However, such statement does not limit or otherwise restrict the EMPLOYER'S right to assign other duties to an employee if required; nor shall such statement serve as a basis for an employee to refuse such work assignments.

## **ARTICLE 32 MERIT PROMOTION AND PLACEMENT**

Section 1. All merit promotions and placement actions shall be IAW applicable regulations and this Article. The EMPLOYER agrees that selections for promotions shall be based on merit factors, established candidate priorities, job qualifications; e.g., candidate skills, knowledge, experience, and abilities; and IAW selection criteria established under equal employment opportunity guidelines. The EMPLOYER agrees that job qualification requirements shall be established and/or changed per applicable regulations, Agency guidelines and the needs of the organization.

Section 2. Merit promotion announcements shall state the minimum qualifications and any special skill or experience requirement, and shall not be tailored to fit any employee or applicant. Merit promotion announcements shall remain open for a minimum of three (3) calendar days and shall remain posted until after the closing date.

Section 3. Employees are responsible to ensure that their official personnel folders (OPF) contain all pertinent experience and/or education necessary for evaluation of their qualifications.

Section 4. All applicants for merit promotion shall be required to file the same application forms and documentation for submission to the selecting official.

Section 5. Employees of the unit shall not be required to use leave for the purpose of participating in EMPLOYER sponsored job interviews held under the EMPLOYER'S Merit Promotion Program.

Section 6. All applicants for merit promotion vacancies within the units, shall be notified as to the disposition of their application and as to whether or not they were referred, with reason(s) shown, normally within fourteen (14) calendar days after the selection. Rating criteria shall not be tailored to fit a certain employee or applicant. Candidates

referred but not selected shall be furnished the name of the selected candidate. As a general statement, candidates selected from a properly constituted referral list shall be considered to be the best qualified or best suited for the particular vacancy as determined by the selecting official; and such statement shall serve as the basis for responding to oral or written requests for reason(s) for the selection.

Section 7. An employee who is dissatisfied with the placement consideration received may have UNION representation. When an employee or his UNION representative requests, the EMPLOYER shall make available pertinent promotion records IAW applicable laws and regulations. When the employee remains dissatisfied, he retains the right to file a grievance IAW the grievance procedures of this Agreement. Filing time for any such grievance shall run from the date notification is received. When an employee has been referred and considered for promotion or placement, nonselection shall not serve as the basis for an employee grievance.

Section 8. A noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties and responsibilities shall be made when it is determined that open competition is not warranted. All of the following circumstances must be met in order to exempt the promotion from competitive procedures:

- a. There are no other employees in the unit' supervised by the selecting official who are performing substantially the same duties (at the same grade) to those performed by the employee prior to addition of the duties and responsibilities;
- b. The employee continues to perform the same basic function(s) as were in the former position and the duties of the former position are administratively absorbed into the new position;
- c. The addition of the duties and responsibilities does not result in an adverse impact on another encumbered position, such as abolishing the position or reducing the known promotion potential of another position; and
- d. The Employee meets all qualification requirements for the position.

### **ARTICLE 33 DETAILS AND TEMPORARY PROMOTIONS**

Section 1. A detail or temporary promotion is an assignment of an employee to a different position or set of duties for a specified period, with the employee normally returning to his regular position and duties at the end of the detail or temporary promotion. Such personnel actions may be taken by the EMPLOYER under competitive or non-competitive procedures IAW applicable regulations and provisions of this Article. The length of details and temporary promotions are established by the EMPLOYER consistent with workload, available resources and mission requirements; and shall be kept within the shortest practicable time limits as set forth in this Agreement and applicable regulations.

Section 2. The EMPLOYER recognizes the basic principle that an employee should be regularly assigned to the duties of the position or rating in which he is employed. How-ever, when the EMPLOYER determines that details or temporary promotions are necessary and appropriate to fulfill the EMPLOYER's mission, they may be used.

Section 3. The EMPLOYER is responsible for selecting employees for details and temporary promotions; to inform selected employees as to their duty assignments, performance criteria for the job, and estimated duration of the assignment; and for ensuring that these temporary personnel actions are properly recorded and terminated; and, if required, to obtain approval from higher authority to extend details and temporary promotions beyond established time limits.

Section 4. Workload and funding permitting, the EMPLOYER shall endeavor to distribute noncompetitive details and temporary promotions as equitably as possible from among eligible employees based on such factors as the nature of the work, availability and organizational location of employees, and level of job knowledge of the particular type of work involved. The EMPLOYER shall establish job qualifications and selecting criteria IAW existing regulations.

Section 5. Employees should keep records of details. When the total of such details exceeds thirty (30).days in a twelve (12) month period the employee may prepare a record of such details and this record may be submitted for inclusion in the employee's Official Personnel File. Details in excess of thirty (30) calendar days shall be documented on the appropriate form, a copy of which shall be filed in the employee's Personnel Folder.

Section 6. Employees detailed to established positions at a higher grade shall be temporarily promoted to the higher grade (if otherwise eligible and qualified) effective the 1st day of the pay period following the 45th day of the assignment. Where a temporary promotion is to be effected for a period in excess of 120 days, such promotion shall be made under competitive promotion procedures unless the em-ployee has held a higher grade on a permanent basis in the competitive service. (This Section does not apply to the Military Traffic Management Command Transportation Engineering Agency.)

## **ARTICLE 34 PERFORMANCE EVALUATION**

Section 1. Prior to making a performance appraisal part of the employee's official personnel record, a discussion of his performance with the responsible rating official, shall take place.

Section 2. The employee has a right to grieve his performance evaluation. In the event an employee grieves his performance evaluation, the employee has a right to UNION representation and/or assistance.

Section 3. All evaluations of performance shall be made in a fair and objective manner. An employee's signature on an evaluation indicates only that the evaluation has been received, and does not necessarily indicate an employee's agreement with the evaluation.

Section 4. The EMPLOYER shall counsel employees in relation to their overall performance on an as needed basis, but as a minimum at midterm and IAW applicable regulations. When a narrative recordation results from such counseling, the affected employee shall be given a copy of the recordation and shall have the right to make written comments concerning any disagreement with the recordation. These written comments shall be attached to and become part of the recordation.

Section 5. Performance elements shall be identified and performance standards established for each individual employee's position and set of duties, and shall be used as a basis for evaluating the employee's performance. The EMPLOYER shall encourage employees to participate in identifying performance elements and establishing performance standards. The EMPLOYER retains final authority in the establishment of critical elements and performance standards, which are not grievable. The application of the elements and standards is grievable.

Section 6. The EMPLOYER agrees that a copy of the performance standards shall be given to and discussed with each affected employee, normally within thirty (30) calendar days of the beginning of the rating period.

Section 7. Employee ratings shall be given within forty five (45) calendar days after the completion of the annual rating period.

## **ARTICLE 35 DISCIPLINARY AND ADVERSE ACTIONS**

Section 1. The PARTIES agree that primary emphasis shall be placed on preventing situations requiring disciplinary and/or adverse actions, through effective employee management relations. All disciplinary and/or adverse actions shall be processed IAW applicable regulations and this Agreement. Disciplinary and/or adverse actions shall be initiated in a timely manner.

Section 2. A "disciplinary action", for the purpose of this Article, is defined as a suspension from duty and pay status for fourteen (14) calendar days or less, or a letter of reprimand. Disciplinary actions are grievable solely through the negotiated grievance procedure and filed with the Deciding Official. The EMPLOYER shall inform employees of their grievance rights in the decision letter.

Section 8. An "adverse action", for the purpose of this Article, is defined as a removal, a suspension for over fourteen (14) calendar days, a reduction in grade, a reduction in pay or a furlough of thirty (30) calendar days or less. Note: A "furlough" is defined as a temporary non-pay status and absence from duty required by the EMPLOYER because

of lack of work or for other non-disciplinary reasons. The EMPLOYER shall inform the employee in the decision letter of their appeal rights and the negotiated grievance procedure.

Section 4. Both PARTIES agree that the EMPLOYER has the right and obligation to administer disciplinary and/or adverse actions for such cause as shall promote the efficiency of the service and maintain order and safety in the work place. Disciplinary actions must be supported by a preponderance of the evidence.

Section 5. An employee against whom a disciplinary action (except Letters of Reprimand) is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action;
- b. A reasonable time, not less than ten (10) calendar days, to answer orally and/or in writing and to furnish affidavits or other evidence in support of his reply.
- c. A representative of his choosing; and
- d. A written decision and specific reasons therefore at the earliest practicable date.

Section 6. An employee against whom an adverse action is proposed is entitled to:

- a. At least thirty (30) calendar days advance written notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
- b. Not less than fourteen (14) calendar days to answer orally and/or in writing and to furnish affidavits and other evidence in support of the answer;
- c. A written decision and the specific reasons therefore at the earliest practicable date.
- d. A representative of his choosing; and
- e. Notice of Merit Systems Protection Board appeal rights and negotiated grievance procedure.

## **ARTICLE 36 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Section 1. The PARTIES agree to cooperate in supporting EEO and to promote affirmative action under governing laws and regulations.

Section 2. Any employee who feels he has been discriminated against has the right to discuss his complaint with an EEO Counselor, file a formal complaint, and choose a personal representative IAW applicable regulations. The employee must contact a counselor within forty-five (45) days of the incident(s) which serves as the basis for the complaint.

Section 3. When a vacancy occurs among EEO Counselors, the UNION may submit the names of unit employees to the EMPLOYER for consideration for the vacancy.

Section 4. The PARTIES shall assist the servicing EEO Office in affirmative actions designed to meet Agency objectives. Where problems concerning discrimination arise within the unit, the UNION shall assist in their resolution.

Section 5. The UNION shall be afforded the opportunity to have one (1) UNION representative on the EMPLOYER'S EEO Council, if established and active.

### **ARTICLE 37 REDUCTION IN FORCE (RIF)**

Section 1. A RIF occurs when it becomes necessary to release an employee from his competitive level by furlough for more than thirty (30) calendar days, separation, demotion, or reassignment requiring displacement, when the RIF action(s) is required because of lack of work, shortage of funds, reorganization, contracting out, the exercise of reemployment rights or job restoration rights; or reclassification of an employee's position due to erosion of duties when such action shall take effect after an Agency formally announced a RIF in the employee's competitive area and when he RIF shall take effect within 180 days.

Section 2. All RIFs shall be carried out IAW applicable regulations and this Agreement. The PARTIES agree that these RIF procedures satisfy the EMPLOYER's obligation to negotiate impact and implementation arrangements for RIFs during the duration of this Agreement.

Section 3. The EMPLOYER shall notify the UNION when a RIF is pending. The notification shall be in the form of a written notice, which shall contain the following information:

- a. A RIF is pending and may be necessary;
- b. The reason(s) for the RIF;
- c. The approximate number of positions/employees affected
- d. The proposed effective date of the RIF; and
- e. The EMPLOYER shall notify the UNION of the positions and employees impacted when that information is available.

Section 4. The UNION agrees that all information provided shall be kept confidential and not released to employees except to UNION representatives or Government officials until all affected employees are informed by the EMPLOYER.

Section 5. The following procedures and arrangements shall apply to all RIFs:

- a. Competitive Area: A competitive area is the organizational or geographical boundary established by the EMPLOYER for RIF competition. Employees can displace other employees only within their competitive area. As ATSC and TEA are separate and distinct Army field activities, each are established and recognized as separate

organizational boundaries for RIF competition and thus constitute separate competitive areas.

- b. RIF Notices: Employees affected by RIF shall receive a written notice a minimum of sixty (60) calendar days prior to the effective date. The written notice shall contain all information as required by applicable regulations.
- c. Retention Registers: Competing employees shall be classified on a retention register on the basis of their tenure of employment veteran preference, length of service, and performance. Upon request, an affected employee and/or his representative, designated in writing, shall be given the opportunity to review the retention register(s) and other documents pertaining to the RIF, and to discuss RIF procedures with an appropriate staff member of the EMPLOYER. Copies shall be provided IAW 5 U.S.C. 7114(b)(4) upon request of the UNION.
- d. Counseling and Placement Assistance: Affected employees shall be offered counseling services concerning retirement eligibility and benefits, the Department of Defense Priority Placement Program and other available job placement, reemployment programs; e.g., OPM Interagency Placement Program (IPP).
- e. Performance Appraisals: Additional service credit for performance shall be as specified by applicable regulations. The performance appraisal cutoff date for performance appraisals due is thirty (30) calendar days prior to the issuance of employee RIF notices. Performance appraisals that were due on or before the cut-off date, but were not officially approved and put on record until after the cut-off date shall not affect the determination of the employee's retention standing. The last three (3) ratings of record during the four-year period prior to the cut-off date shall be used in determining additional service credit.
- f. Vacant Positions: Consideration shall be given to placing employees who are affected by RIF into vacant positions within their competitive area. The EMPLOYER may waive job qualification requirements to facilitate employee placement in vacant positions as provided for in applicable regulations. The EMPLOYER shall consider filling vacant trainee and developmental positions under recruitment at the target level through RIF regulations.
- g. Relocation Costs: The EMPLOYER shall pay relocation costs as authorized by the Joint Travel Regulations.
- h. Individual Employee Counseling-Job Placement Assistance: The EMPLOYER shall provide individual counseling when requested by the employee and advice in preparing applications for jobs that are available to the affected employee as well as placement assistance.
- i. Placement and Reemployment Programs: Employees who are downgraded or separated from the Federal service shall be submitted for placement on the Priority Placement Program (PPP) registers. A career employee shall remain on the Reemployment Priority List (RPL) for two (2) years and a career-conditional employee for one (1) year if not deleted for one of the reasons specified in applicable regulations. RPL employees shall continue priority consideration without being limited to one (1) pay system and the right to avoid competitive procedures for selection to grades no higher than previously held on a permanent basis.
- j. Retraining: Employees who receive RIF letters (resulting in downgrades) shall receive retraining (upon employee request), if their jobs are eliminated and they

possess the ability to benefit from retraining as long as this provision preserves MANAGEMENT'S discretion to determine the extent and type of training, the number of employees to be trained given available funding and training authority, and the methods and means by which training would be accomplished.

- k. Interviews: Those employees who are called for an interview as a result of their names being placed on the PPP list and other Federal placement and reemployment programs; e.g., OPM Interagency Placement Program, and IAW Title 5 U.S.C., shall be paid travel and per diem to and from the site of interview.
- l. Excused Absence: For those employees being separated as a result of RIF, a reasonable amount of administrative leave shall be approved (upon request), to pursue other employment.

Section 6. Adverse actions resulting from RIF are appealable to the Merit Systems Protection Board. 1 Other matters are subject to the negotiated grievance procedure contained in this Agreement.

### **ARTICLE 38 HOURS OF WORK AND BASIC WORKWEEK**

Section 1. The Administrative workweek of employees in both units is the calendar week, 0001 hours Sunday through 2400 hours Saturday.'

Section 2. The basic workweek normally shall consist of five (5) consecutive eight (8) hour work days, Monday through Friday inclusive. Daily work hours in excess of eight (8) hours are covered in ARTICLE 39, OVERTIME.

Section 3.: Employees shall be granted, on a non-paid basis, a meal period of at least one-half (1/2) hour each work day and scheduled based on the hours of operation of the activity, as determined by the EMPLOYER. When a normal lunch period is not feasible in a shift, a twenty (20) minute working lunch period shall be permitted and considered as time worked. The EMPLOYER agrees that when an employee is required to work during their normal lunch period, he shall be granted a meal period the same work-day equal in length to the normally designated lunch period.

Section 4. The EMPLOYER agrees to grant each employee one (1) fifteen (15) minute rest period with access to latrines during each four (4) hours of continuous work, except in cases of operating emergencies, at the time and location determined by the EMPLOYER. Employees shall be permitted to obtain and consume refreshments during rest periods provided they can do so and be prepared to resume work within the allotted fifteen (15) minute period. The PARTIES mutually recognize that such rest periods are not appropriate where other arrangements may exist. Rest periods, where appropriate, shall not be given during the first hour or last hour of the workday, nor within one (1) hour before or after the designated lunch period.

Section 5. The EMPLOYER shall notify the UNION and the employee(s) as far in advance as reasonably feasible of contemplated changes in shifts and duty hours.

Section 6. When staffing irregular shifts or tours of duty not established as a condition of employment upon an employee's initial hire, the EMPLOYER shall request volunteers. Assignments shall be made by the EMPLOYER's determination of skills required. When volunteers are insufficient to meet the EMPLOYER's requirements, the EMPLOYER shall make a reasonable effort to equitably rotate shifts among qualified unit employees. Irregular shifts shall not normally exceed thirty (30) calendar days except when dictated by mission requirements, skill shortages, or when approved by the EMPLOYER for volunteers for longer periods of time.

### **ARTICLE 39 OVERTIME (O/T)**

Section 1. O/T work assignments shall be distributed fairly and equitably on a quarterly basis where appropriate, otherwise over a one (1) year period of time consistent with workload requirements and available funds, on a rotational basis among all qualified employees (as determined by the employer). The opportunity and preference for O/T work shall normally be given to those employees who currently perform the work. If there is an insufficient number or no currently assigned employees available for O/T work, the EMPLOYER shall request volunteers from among other employees who are qualified and available to do the work. If there are insufficient volunteers, the EMPLOYER will direct employees and assign O/T work as necessary to complete required work. Imbalances in the equitable distribution of O/T may result from such causes as continuance on a job assignment, inability to reach an off-duty employee to bring him in to work, and the relative availability and qualifications of employees to perform the work. Employees are encouraged to provide a current, working telephone number where they may be reached during non-duty hours by their immediate supervisor. "-

Section 2. Authorized use of annual leave and/or sick leave shall not preclude an employee from working O/T; however, when O/T work is scheduled, those employees who are present at their duty station at the time it is scheduled may receive preference for O/T work.

Section 3. Promptly after O/T requirements have been established, the EMPLOYER shall notify the affected employees individually of the requirement to work O/T. In cases of unscheduled or emergency O/T, it is recognized that little advance notice shall be possible because of unforeseen mission requirements. An employee should be excused from O/T assignments for personal reasons if there is another qualified employee willing to serve in his place. This section shall not be administered in an arbitrary or capricious manner. The hours of O/T declined shall be considered as O/T hours worked for the purpose of determining the equity of O/T distribution.

Section 4. When it is necessary for employees to return to work outside of their scheduled work hours to perform unscheduled O/T work, they shall be paid a minimum of two (2) hours O/T.

Section 5. When employees are required to work more than four (4) hours beyond the end of the regular shift, an opportunity to obtain food and a scheduled break period to consume it at the work site shall be provided.

Section 6. General Schedule employees who are nonexempt under the Fair Labor Standards Act (FLSA) can elect to receive compensatory time off in lieu of O/T pay for irregular or occasional O/T worked. If Wage Grade employees work O/T, they must be paid O/T except when they elect to earn compensatory time for the purpose of taking time off without charge to leave when personal religious beliefs require them to abstain from work during certain periods of the workday or workweek.

Section 7. Employees who are loaned, detailed or temporarily reassigned to a particular work area for the purpose of supplementing the work force of that work area on a continuing basis, shall be given equitable consideration for O/T in that work area.

Section 8. The EMPLOYER shall maintain records of all O/T worked. Upon request, the UNION may review O/T records to the extent necessary to investigate alleged inequities in distribution of O/T.

Section 9. Employees, not on TDY status, who are required to work O/T without prior notice in emergency cases, shall be allowed one completed three (3) minute phone call to their home of record without cost to the employee.

## **ARTICLE 40 HOLIDAYS**

Section 1. Eligible employees are entitled to the following legal holidays as authorized by Federal law:

- a. First day of January
- b. Third Monday of January
- c. Third Monday of February
- d. Last Monday of May
- e. Fourth day of July
- f. First Monday of September
- g. Second Monday of October
- h. Eleventh day of November
- i. Fourth Thursday of November
- j. Twenty-fifth day of December
- k. Any other day designated as a holiday by Federal STATUTE or Executive Order.

Section 2. For holidays that fall on workdays, the day to be treated as the holiday shall be determined per governing regulations.

Section 3. Federal holidays shall be observed as non-workdays except for those employees designated by the EMPLOYER as essential to carry out critical operations.

Section 4. Employees assigned to regularly scheduled night work are entitled to night differential pay IAW applicable regulations on all days designated as holidays on which they are not required to work.

## **ARTICLE 41**

### **EXCUSED ABSENCES**

Section 11 The EMPLOYER acknowledges that Agency policy and applicable regulations recognize certain situations, workload permitting, when employees should be granted excused absences. The more common situations are described below:

- a. To vote or register to vote on a civic matter of local, state or national nature. Employees normally scheduled to work on an election day and who are registered to vote in such election should be granted excused absence to vote provided the following conditions are met:
  - (1) The employee requests the excused absence in advance of the Election Day.
  - (2) The polls are not open at least three (3) hours before or after the employee's regular hours of work.
  - (3) The excused time requested represents the minimum time off the job necessary to permit the employee to vote.
- b. Upon request in advance, an employee should be authorized up to four (4) hours of excused absence, including the time required to go to from the blood collection site and recuperation time, to make blood donations for which the employee is not paid. Additional time may be authorized when necessary for unusually extended recuperation or travel.
- c. When called to emergency duty in the Military Reserves, Civil Defense, or Civil Air Patrol.
- d. An employee who is a member of an established community volunteer emergency service and who is engaged in performing for the service, fire protection, rescue or police duties, may submit a request for excused absence IAW appropriate regulation to perform such duties.
- e. For other purposes as authorized in applicable regulations.

Section 2. The EMPLOYER may exercise its authority to shut down all or part of its organization or a specific activity or to curtail or reduce the days or hours of its operations. The decision to take such actions may be due to the impact of unforeseen military operations or changes in mission essential requirements, budget driven exigencies, utility outages, adverse weather conditions, or other unforeseen emergencies or events beyond the control of the EMPLOYER. During temporary or brief periods of shutdown or curtailment, non-essential, regularly scheduled employees who are at work or scheduled to report to work, may be excused from duty for all or part of the period. Any such excuse shall be without charge to leave or loss of pay.

Section 3. It is recognized that special days or events occur. Employees shall not be required to attend such an event in other than an official capacity. Employees may request to attend such an event, and workload permitting, permission to do so may be granted. It is recognized that coverage of mission requirements may preclude granting permission to attend such a special day or event.

## **ARTICLE 42**

### **ANNUAL LEAVE (AL)**

Section 1. Employees shall accrue AL IAW applicable laws and regulation. Annual leave shall be scheduled fairly and equitably. Annual leave is a right of an employee; however, the use of AL is subject to prior EMPLOYER approval.

Section 2. Scheduled AL. Annual leave shall be granted to employees for the purpose of rest, relaxation, recreation, death of a family member, etc., consistent with workload requirements and controlling statute and regulations. In deciding to grant leave, priority shall be given to early requests and to requests where a hardship to the employee would result if a prompt decision is not made. A decision shall be given as soon as possible after the receipt of the request for leave. Normally, approval or disapproval of a request for scheduled AL in excess of one week, shall be given the employee as soon as practical, but within seven (7) calendar days after receipt of the request, unless an earlier decision is requested by the employee.

Section 8. Emergency AL. An employee unable to report for duty because of a personal emergency must request emergency AL by notifying the supervisor or his representative designated in writing, either personally or by telephone at the telephone number provided by the supervisor, except where circumstances beyond the control of the employee do not permit, as follows:

- a. Employees whose responsibilities include relieving an employee on a shift: prior to or during the first fifteen (15) minutes of their tour of duty.
- b. Other employees within the first two hours of their tour of duty.

Section 4. It is agreed that employees should schedule use or lose AL so that employees do not forfeit AL due to excess work load. Use or lose AL shall be restored IAW with regulations.

Section 5. It is agreed that no employee should be called back from leave unless no other qualified employee of the same classification and grade within the immediate organizational element is reasonably available to perform the required duties.

Section 6. Decisions to cancel previously approved leave shall take into consideration work exigencies and non-reimbursable expenses actually incurred by the employee subsequent to the time the leave was approved.

Section 7. Tardiness of less than one hour may be excused when justified by the circumstances.

## **ARTICLE 43**

### **SICK LEAVE (SL)**

Section 1. The PARTIES mutually recognize the benefits of a SL conservation program. The EMPLOYER shall periodically inform employees of the benefits associated with SL conservation.

Section 2. When properly requested, accrued SL shall be granted to eligible employees when they are incapacitated for the performance of their duties for reasons of illness, injury, and pregnancy. When an employee is ill and requests SL, the supervisor may request the general nature of the incapacity and its expected duration.

Section 3. Notification of incapacity for duty shall be made by notifying the supervisor or his representative designated in writing, either personally or by telephone at the telephone number provided by the supervisor, except where circumstances beyond the control of the employee do not permit, as follows:

- a. Employees whose responsibilities include relieving an employee on a prior shift: prior to or during the first fifteen (15) minutes of their tour of duty.
- b. Other employees: Within the first two hours of their tour of duty.

Section 4. Unless other arrangements are made between the employee and his supervisor, the employee is responsible to contact his supervisor or his supervisor's designee each workday after the date of the original request/notification and provide an update on his condition and an estimate as to when he may be able to return to work.

- a. When an absence is due to a serious illness or injury which shall extend from one workweek to another, the employee shall notify his supervisor or his designee on the first workday of each weekly period until his return to duty if the supervisor has not been informed of the length of absence beforehand.
- b. For extended SL absences over ten (10) consecutive working days, the employee shall furnish name of attending physician, progress of treatment, and expected duration of absence.

Section 5. Except in cases of emergency or circumstances beyond the control of the employee, leave for medical, dental, and/or optical appointments shall be scheduled at least two (2) workdays in advance of the appointment. The date and time of the appointment shall be provided at the time of the request for leave. Employees shall make an effort to schedule medical, dental, and optical appointments during non-duty hours. The UNION agrees to assist the EMPLOYER in encouraging employees, when possible, to schedule appointments during non-duty hours.

## Section 6.

- a. For SL absences of three (3) workdays or less, a medical certificate is not normally required except where the employee is suspected of abusing SL.
- b. For periods of SL in excess of three (3) consecutive workdays, the employee should furnish a medical certificate to the EMPLOYER no later than seven (7) calendar days after the employee returns to duty. Signed statements by employees explaining the nature of their illness may be accepted when it is unreasonable to require a medical certificate or because the illness did not require the services of a physician.
- c. When in individual cases, the EMPLOYER has reason to believe an employee is abusing SL, the EMPLOYER may determine whether the employee should be counseled or advised in writing if he will be required to submit a medical certificate for each subsequent absence for illness. The EMPLOYER shall review the employee's SL record no later than three (3) months from the date of issuance of the written requirement for medical certification. When such review reveals a substantial improvement in attendance and usage of SL during the review period, the employee shall be notified in writing that a medical certificate shall no longer be required for each absence. If there has been no satisfactory improvement, the employee shall be advised that continuation of medical certification is required or other appropriate action.

Section 7. Upon written request, including the presentation of a supporting medical certificate, SL should be advanced to employees, not to exceed thirty (30) workdays, for cases of serious illness or disability subject to the following provisions:

- a. SL to the employee's credit must be exhausted;
- b. Excess accrued (not forecasted use or lose) annual leave to the employee's credit must be exhausted;
- c. The employee must provide written assurance that he shall be able to return to work and continue working long enough to repay the advance SL;
- d. The written request must be submitted to the employee's supervisor, along with required medical certificate which includes:
  - (1) The nature of the incapacity/illness;
  - (2) Expected duration; and
  - (3) Limitations if any, likely upon return to duty which may impact upon the employee's performance.
- e. The employee's previous record of SL usage warrants an advance.

Section 8: No employee's AL shall be forfeited because advance SL has been granted, provided that the AL has been scheduled in advance and the employee's illness was of such duration as to preclude the employee from taking sufficient AL prior to the end of the leave year.

Section 9. Normally the EMPLOYER shall grant SL to an employee when the employee is required to give care and attendance to a member of his immediate family who has a contagious disease as described by health authorities having jurisdiction IAW applicable regulations.

#### **ARTICLE 44 LEAVE WITHOUT PAY (LWOP)**

Section 1. LWOP from duty is a temporary nonpay status and absence IAW governing laws and regulations. Normally, annual leave should be exhausted prior to LWOP being granted except in the case of Family and Medical Leave.

Section 2. Employees on approved LWOP shall continue to accrue all rights and privileges, including reduction-in-force rights, retirement benefits, and coverage under Group Life Insurance and Federal Employee Health Benefits Program except as limited by governing laws and regulations.

Section 3. Periods of LWOP may be extended to employees who desire to develop and increase their knowledge and education and their job comprehension, proficiency and ability through enrollment in courses of instruction.

#### **ARTICLE 45 COURT LEAVE**

Section 1. Court leave shall be granted IAW governing regulations, to an employee who is subpoenaed to act as a witness before a court in a case involving the United States Government, a state or local Government, or who is summoned to perform jury duty in any court of law. The court or judicial proceedings may be located in the District of Columbia, a state, territory, or possessions of the United States including the Commonwealth of Puerto Rico, the Canal Zone or the Trust Territory of the Pacific Islands. When an employee is called as a witness, or juror, he shall immediately notify his supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the time he served as a witness or juror.

Section 2. When an employee is excused as a juror or witness for any day or substantial portion of a day, and the place where the jury or witness duty is being performed is within reasonable proximity to the EMPLOYER's premises, the employee shall be required to return to duty or be charged AL or LWOP for the period of his working day not spent as a juror or witness; a reasonable time for travel back to the EMPLOYER's premises shall be permitted without charge to leave.

#### **ARTICLE 46 FAMILY AND MEDICAL LEAVE**

Family and Medical Leave shall be authorized IAW the Family and Medical Leave Act of 1993, and applicable regulations.

**APPENDIX A**

**REQUEST TO LEAVE ASSIGNED WORK AREA TO PERFORM REPRESENTATIONAL DUTIES**

This requests official time to conduct representational duties pursuant to the Negotiated Agreement for UNION: \_\_\_\_\_ LOCAL: \_\_\_\_\_

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DATE	TIME	SIGNATURE OF UNION REP
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Representative Status: NAF \_\_\_\_\_ /Appropriated \_\_\_\_\_

PURPOSE OF REQUEST (check one)

Grievance Investigation _____	FLRA Proceeding _____
Grievance Processing _____	FSIP Proceeding _____
Labor Management Meetings _____	Other (Specify) _____
Negotiations _____	

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Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
(Explanation/Alternate Time)

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SIGNATURE OF SUPERVISOR

Time Out \_\_\_\_\_ Time In \_\_\_\_\_ Time Used \_\_\_\_\_

**APPENDIX B**  
**GRIEVANCE FORM**

Name of Grievant: \_\_\_\_\_ Organizational/Work Unit: \_\_\_\_\_

Home Address

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Office Phone \_\_\_\_\_

Grievance \_\_\_\_\_

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Relief Sought \_\_\_\_\_

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Provision of Contract/Regulation Alleged Violated \_\_\_\_\_

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Name of Immediate Supervisor \_\_\_\_\_ Office Phone \_\_\_\_\_

Date Grievance Informally Presented \_\_\_\_\_

Signature of Grievant/Representative \_\_\_\_\_

**TO BE COMPLETED BY STEP 2 SUPERVISOR**

Name of Step 2 Supervisor \_\_\_\_\_ Date Received: \_\_\_\_\_

Reply

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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I wish to advance this grievance to step 3 of the Grievance Procedure for the following reasons: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

(Grievant or Representative)

**TO BE COMPLETED BY STEP 3 OFFICIAL**

DATE RECEIVE BY PCPSA \_\_\_\_\_

Reply

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NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**APPENDIX C**

**AUTHORIZATION FOR REPRESENTATIVE**

I hereby designate \_\_\_\_\_ as my representative to investigate, prepare and submit on my behalf any necessary documentation to any appropriate authorities.

This authorization is limited to the following matter:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that either I or my representative may withdraw my grievance or other action at any time if desired.

DATE \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

**DESIGNATION OF REPRESENTATIVE**

\_\_\_\_\_ hereby designates \_\_\_\_\_ as its official representative for this matter until or unless a subsequent designation is made.

DATE \_\_\_\_\_

UNION PRESIDENT OR DESIGNEE SIGNATURE \_\_\_\_\_