2002

Negotiated Agreement

Fort Hood

"people first – mission always"

"Working together Works"

AFGE

Proud to Make America Work

American Federation of Government Employees

AFL-CIO

Local, 1920

INDEX

PREAMBLE

Pursuant to the policy set forth in Public Law 95-454, known as the Civil Service Reform Act of 1978, and regulations issued by the Office of Personnel Management, the Department of Defense, and the Department of the Army, this agreement is made by and between the Commander, III Corps and Fort Hood; United States Army Medical Department Activity (MEDDAC), Fort Hood, Texas; Operational Test Command (OTC), Fort Hood, Texas, and United States Army Dental Activity (DENTAC), Fort Hood, Texas; hereinafter referred to as the employer, and the American Federation of Government Employees, Local 1920, Fort Hood, Texas, affiliated with AFL-CIO; hereinafter referred to as the union.

WHEREAS it is the intent and purpose of the parties hereof to promote and improve the efficient administration and accomplishment of the mission of the employer; to provide for the well-being of employees; to maintain high standards of work performance in behalf of the public; to establish a basic understanding relative to personnel policies, practices, and matters affecting other conditions of employment; and to provide means of amicable discussion and adjustment of matters of mutual interest at Fort Hood, Texas; and

WHEREAS it is recognized that the participation of employees in the formation and implementation of personnel policies and procedures which affect them will contribute substantially to the improvement and efficient administration of public service; and,

WHEREAS subject to law and the paramount requirements of public service, effective labor-management relations by the employer require a clear statement of the respective rights and obligations of the union and the employer; and,

WHEREAS the employees in the bargaining unit covered by this agreement have stated their desire to be represented in their employment relations with the employer by the union, and the union has been granted exclusive recognition, the parties hereof, in consideration of the mutual covenants herein and intending to be bound hereby, do, therefore, agree as follows:

MASCULINE OR FEMININE PRONOUNS APPEARING IN THIS AGREEMENT REFER TO BOTH GENDERS UNLESS THE CONTEXT INDICATES ANOTHER USE.

ARTICLE 1

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The employer hereby recognizes that the union (AFGE, Local 1920) is the exclusive representative of all employees of the bargaining unit as defined in Section 2 of this article. The union hereby recognizes its responsibility to represent the interests of all such employees, without regard to union membership, with respect to grievances and conditions of employment as prescribed by this agreement subject to the express limitations set forth elsewhere in this agreement.

Section 2. The employer recognizes the union as the exclusive representative for all employees below:

INCLUDED:

All Wage Grade and General Schedule employees of Headquarters, Ill Corps and Fort Hood; United States Army Medical Department Activity (MEDDAC), Fort Hood, Texas; United States Army Dental Activity (DENTAC), Fort Hood, Texas; Operational Test Command (OTC) of the Army Test and Evaluation Command (ATEC) at Fort Hood, Texas; and all employees of Army Test and Evaluation Command (ATEC), Information Technology Support Activity (ITSA), Alexandria, Virginia, located at Fort Hood, Texas.

EXCLUDED:

All professional employees, temporary employees with one year or less remaining on current appointment, supervisors, managers, and management officials, and employees described in *5* U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Section 3. The parties agree that should the union organize a group of employees, not currently represented by the union under this agreement, and who are not otherwise excluded from the bargaining unit, and the union requests certification from FLRA for its inclusion in the existing bargaining unit, such certification will not be opposed by the agency if the group would otherwise be considered by FLRA as an appropriate part of the existing unit under the law.

Section 4. The parties further agree that if the union organizes a new bargaining unit from those employees currently excluded from the unit to which this agreement applies and the FLRA certifies this new bargaining unit, the parties agree to bargain a separate agreement applicable to this new bargaining unit.

Section 5. The Bargaining Unit Status (BUS) code for employees included in this bargaining unit is 5130 and will be reflected in the appropriate block on the notification of personnel action, form SF-50.

ARTICLE 2

PURPOSE OF THIS AGREEMENT

Section 1. The employer and the union, representing the employees as identified in the Preamble, enter into a labor management partnership agreement, which will have for its purposes, among others, the following:

a. Safeguards the public interest.

b. Contributes to the effective conduct of public business.

c. Facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment.

d. The public interest demands the highest standard of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operation of the government; therefore, labor organizations and collective bargaining in the civil service are in the public interest.

e. It is the purpose of this contract to uphold certain rights and obligations of the employees of Fort Hood, Texas, and to establish procedures, which are designed to meet the special requirements and needs of the government. The provisions of this contract should be interpreted in a manner consistent with the requirements of an effective and efficient government.

Section 2. It is further understood that only the portion deemed to be inconsistent with law, rule, or regulation will be grounds for disapproval of that portion and the remaining portions could be subject to further negotiations.

Section 3. In the event a portion is not approved by the head of the agency or does not have union ratification, that portion will be referred back to the table for further negotiations which could involve the entire contract.

Section 4. The head of the agency (DOD) will identify the law, rule, or regulation that is not in compliance, will give reasons for disapproval, and will give suggestive remedies to resolve the issue.

ARTICLE 3

SCOPE OF CONSULTATION AND NEGOTIATION

Section 1. Matters appropriate for consultation and negotiation between the parties are locally developed personnel polices, procedures, and practices affecting working conditions of employees in the unit insofar as they are within the administrative authority of the employer. The employer agrees to meet and to negotiate on personnel policies, practices, and matters affecting conditions of employment of bargaining unit members as provided by Public Law 95-454. Consultation and negotiation at the local level is not appropriate on matters prescribed by agency or national primary sub-divisions or other governing authorities in accordance with PL 954-454 or for individual actions taken in accordance with established policies, procedures, or rules. Once the governing policy, procedure, or rule is established, the employer and subordinate management officials and supervisors are responsible for taking appropriate actions in accordance with it.

Section 2. In making rules and regulations relating to personnel policies, procedures, and practices affecting working conditions, the employer shall consult or negotiate with the union and shall give due regard and consideration to the views of the union and employees and to the obligations imposed by this agreement, agency or national primary sub-divisions, other governing government regulations, executive orders, laws or SOPs (Organizational and Departmental level).

Section 3. Either party desiring, or having a requirement, to consult or negotiate with the other shall give advance notice to the other party, including a statement of subject matter to be discussed and the problem, if any, which generated the cause for discussion. The advance notice may be provided by any means, including a telephone call or email provided it is timely.

Section 4. The normal point of contact between the union and the employer for the purpose of discussing questions that may arise concerning the general administration or interpretation of this agreement, regulations, or other matters involving the overall relations between the parties, shall be: for the union, the duly elected president or his designee; for the employer, the Director of the Civilian Personnel Advisory Center or his designee. This does not alleviate the responsibility of other management officials for consulting or negotiating with the appropriate union official before implementing or changing policies, programs, procedures, and practices related to working conditions which are within their administrative authority after contacting the Civilian Personnel Advisory Center. Neither does it alleviate the responsibility of the union stewards and chief stewards to consult or negotiate with the concerned management officials and to work with the prescribed levels of management in seeking solutions to matters that are within the scope of authority of such management officials.

Section 5. During negotiations and pre-negotiation meetings with management officials, the union will be granted official time. The number of union members on

official time for negotiations will not exceed the number of management officials on the negotiating team.

Section 6. All impasses in negotiations will be resolved in accordance with Section 7119 of Public Law 95-454.

Section 7. Impact and Implementation Bargaining

Impact and implementation bargaining is defined as negotiations regarding proposed changes on matters outlined in Section 7106 Title 5 USC for appropriate arrangements for employees adversely affected by those changes. Consistent with the Partnership Agreement, the employer shall both share with and solicit information from the union prior to any decision affecting working conditions. In the event the union is not involved or union involvement fails to resolve concerns, the employer will identify all proposed changes of working conditions and notify the union at least 7 calendar days in advance of the proposed effective date. As a minimum, the notification will include the names of the affected employees, their work location, and the nature of the change. If no request for impact/implementation bargaining is received by the proposed effective date, the employer will implement the change. If the union requests bargaining, negotiations will commence not later than 7 calendar days from the date of receipt of the request. A response will be furnished as soon as possible to include identification of bargaining issues for appropriate arrangements for employees whose working conditions are adversely affected by management's proposal. The parties agree to negotiate in good faith and resolve issues of concern in an expeditious manner. The parties recognize there may be occasions when compelling reasons necessitate implementation of the employer’s last offer prior to an agreement being reached. In that event, the employer agrees to continue negotiations in good faith and to proceed, if necessary, through mediation by the Federal Mediation and Conciliation Service and through resolution of any impasses by the Federal Service Impasses Panel. The employer further agrees to retroactively apply any procedures for implementation and appropriate arrangements for employees adversely affected which are negotiated by the parties or imposed upon them by the Panel unless such retroactive application would result in undue disruption of activity operations.

Section 8. Unless prohibited by law and subject to the provisions of this agreement, past practices and benefits not covered by this agreement shall remain in full force and effect during the life of this agreement unless, or until, changed by mutual agreement of the parties.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. The employer retains the following rights in accordance with PL 95-454 (Section 7106):

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.

b. In accordance with applicable laws, to hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

d. With respect to filling positions, to make selections for appointments from:

(1) among properly ranked and certified candidates for promotion; or

(2) any other appropriate source; and

e. To take whatever actions may be necessary to carry out the agency mission during emergencies. Nothing in this agreement shall preclude negotiation at the election of the agency, on the numbers**,** types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

f. And to afford the union the opportunity to negotiate

(1) procedures which management officials of the agency will observe in exercising any authority under this section; or

(2) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 2. In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and government wide and agency regulations at the time this agreement is approved. In the event there is a conflict between this agreement and future government wide and agency regulations, the contract shall be brought into conformance subject to the procedures outlined in Article 3, Section 7 of this agreement.

ARTICLE 5

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Each employee shall have and shall be protected in the exercise of the right, freely, and without fear of penalty or reprisal to form, to join, to act as a designated representative and assist the union or to refrain from such activity. This right shall extend to participation in all union activities, including service as officers and stewards.

Section 2. The employer recognizes the employee's right to assistance and representation by the union and to meet and confer with union officials when the employee requests representation consistent with Public Law 95-454.

Section 3. The employer shall strive to equitably and consistently interpret and apply governing laws, rules, regulations, and this agreement. Employees shall be expected to perform their assigned duties. Where an employee is successfully performing assigned duties, that employee's exercise of their rights under this agreement shall not be the reason for delay or denial of a within-grade increase, career ladder promotion, or cause an adverse effect on the employee.

Section 4. Twelve prohibited personnel practices, including reprisal for whistleblowing, are defined by law at Section 2302 (b) of title 5 of the United States Code (U.S.C.). A personnel action (such as an appointment, promotion, reassignment, or suspension) may need to be involved for a prohibited personnel practice to occur. Generally stated, Section 2302 (b) provides that a federal employee authorized to take, direct others to take, recommend or approve any personnel action may not:

(1) discriminate against an employee or applicant based on race, color, religion, sex, national origin, age, handicapping condition, marital status, or political affiliation;
(2) solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
(3) coerce the political activity of any person;
(4) deceive or willfully obstruct anyone from competing for employment;
(5) influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
(6) give an unauthorized preference or advantage to anyone so as to improve or injure the employment prospects of any particular employee or applicant;
(7) engage in nepotism (*i.e.*, hire, promote, or advocate the hiring or promotion of relatives);
(8) engage in reprisal for whistleblowing—*i.e.*, take, fail to take, or threaten to take or fail to take a personnel action against an employee or applicant for disclosing to the Special Counsel, or to an Inspector General or comparable agency official (or others, except when disclosure is barred by law, or by Executive Order to avoid harm to the national defense or foreign affairs), information which the employee or applicant reasonably believes evidences a violation of any law, rule or regulation; gross mismanagement; a gross waste of funds; an abuse of authority; or a substantial and specific danger to public health or safety);
(9) take, fail to take, or threaten to take or fail to take a personnel action against an employee or applicant for exercising an appeal, complaint, or grievance right; testifying for or assisting another in exercising such a right; cooperating with or

disclosing information to the Special Counsel or to an Inspector General; or refusing to obey an order that would require the individual to violate a law;
(10) discriminate based on personal conduct which is not adverse to the on-the-job performance of an employee, applicant, or others; or
(11) take or fail to take, recommend, or approve a personnel action if taking or failing to take such an action would violate a veterans' preference requirement; and
(12) take or fail to take a personnel action, if taking or failing to take action would violate any law, rule or regulation implementing or directly concerning merit system principles at 5 USC Section 2301.

Section 5. It is further understood that an employee has a right to:

a. Be represented by the union and be assisted by the union to represent him/her in grievances and appeals and also that an employee has the right to present a grievance in his/her own behalf, and the union has the right to be present during the grievance proceedings.

b. It is further stated that an employee has the right to meet with a union representative of their own choosing during duty hours after making proper arrangements. If the employer cannot release the employee at that time without unduly interrupting the work or jeopardizing the operation of the area, the employer will advise the employee of a reasonable time to meet the representative. Management will balance a continuing workload against the employee's right to representation. Management will not invoke this workload requirement provision in an arbitrary manner.

Section 6. Instructions and counseling will be given in a reasonable and constructive manner in private. Anything of a personal nature shall be kept confidential to avoid public embarrassment or ridicule. If an employee is to be served with a warrant or subpoena, it will be done in private and without the knowledge of other employees, to the extent it is within the employer's control.

Section 7. The terms of this agreement do not preclude any employee of the agency from bringing matters of personal concern to the attention of appropriate management officials.

Section 8. When an employee receives conflicting orders, he has the right to follow the last order as long as the employee advises the management official who issued the last order that there is a conflict.

ARTICLE 6

REPRESENTATION

Section 1. Union representatives will be recognized by the employer upon written notification or email by the union to the appropriate employer office. The union agrees

to furnish the employer a list of employees designated to serve as union representatives and their appropriate telephone extensions. The union further agrees to keep this listing current.

Section 2. Internal union business, such as recruiting, collecting dues, and campaigning for office in the union, can only be conducted during scheduled break times, mealtimes, or before or after work.

Section 3. The use of official time by any union official will be requested and approved prior to leaving the work site to perform a representational function. It is understood and agreed that the representative's immediate supervisor or his designee has full responsibility for releasing the representative for labor-management relations functions. Permission will normally be granted unless workload prohibits. Management will balance its continuing workload requirements against the union's duties to represent employees. Management will not invoke this workload requirement provision in an arbitrary manner.

Section 4. A steward shall enter a designated security area only after making the proper arrangements with management.

Section 5. An employee may represent himself in a grievance. However, if he desires representation, he will be represented by the union or someone designated by the union.

Section 6. There shall be no restraint, interference, coercion, or discrimination against a union representative because of the performance of representational duties.

Section 7. The union shall be given the opportunity to be represented at:

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

b. Any examination of an employee in the unit by a representative of the agency in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests representation. Consistent with those criteria, these rights also extend to meetings conducted by the PM, USACIDC, IG, and investigations conducted under the provisions of AR 15-6.

Section 8. The employer reserves the right to cancel an investigative interview at any time, whether or not an employee has requested union representation. The employer may proceed with the investigation and with disciplinary action on the basis of information from other sources.

Section 9. The union and the employer agree that a union officer or steward cannot be officially detailed or promoted to a supervisory position while simultaneously serving as a union representative since to do so would result in a conflict of interest. Therefore,

the officer or steward must decline the detail or promotion to the supervisory position or take a leave of absence as a union representative.

Section 10. It is further agreed that the union understands that an employee has a right to:

a. Be represented by the union and be assisted by the union to represent him in grievances and appeals and also that an employee has the right to present a grievance in his own behalf. The union has the right to be present during the grievance proceedings and will be so notified by the employer.

b. It is further agreed that an employee has the right to contact and meet with his union representative during duty hours.

Section 11. The union president shall be on 100 percent official time for representational purposes in connection with this agreement.

Section 12. For purposes of performing agency overtime, union representatives will be treated the same as other employees upon mutual agreement between the supervisor and employee.

Section 13. Union representatives who spend 100% of their time as labor representatives will receive a not rated on their annual appraisal. For RIF purposes, union representatives who have received at least one but fewer than three previous ratings of record during the 4-year period shall receive credit for performance on the basis of the value of the actual rating(s) of record divided by the number of actual ratings received. If a union representative has received only two actual ratings of record during the period, the value of the ratings is added together and divided by two (and rounded in the case of a fraction to the next higher whole number) to determine the amount of additional retention service credit. If a union representative has received only one actual rating of record during the period, its value is the amount of additional retention service credit provided. For RIF purposes, union representatives on 100% official time who have not received any rating of record during the 4-year period shall receive credit for performance based on a modal rating. The modal rating is the most frequently assigned rating for the last appraisal period for the employee's position in the employee's competitive area.

Section 14.

a. A reasonable amount of official time shall be granted to designated union representatives for the performance of representational functions in connection with this agreement or the CSRA of 1978.

b. Absent a change in personnel, relationship, or substantial change in mission or resource availability, the parties will continue the past practice concerning the use of

official time for union representative functions. Either party can reopen this section at any time.

Section 15. The employer agrees to pay travel and per diem to those local union officials who participate in contract negotiations outside the commuting area.

Section 16. The union is not required to represent non-union members in appeals to the Merit Systems Protection Board (MSPB), Department of the Army EEO complaint process, Classification Appeals, and Worker's Compensation Claims.

ARTICLE 7

PUBLICITY

Section 1. The union will be provided space for display of union literature on bulletin boards used by the employer for furnishing information to civilian employees. This space shall by 36-inches by 36-inches. Approval of literature is not necessary; however, the union is solely responsible for the content of such material.

Section 2. The union may submit items for publication in the Fort Hood Sentinel, to the Public Affairs Office, or enter into arrangements with the publisher to purchase space. The union recognizes the Fort Hood Sentinel has an established editorial policy designed to further the interests and objectives of the employer and the Department of the Army. The employer will select items to be published on the basis of newsworthiness and conformance with the established editorial policy.

Section 3. Distribution of union literature will be permitted during the New Employee Orientation (NEO). The union may also distribute its literature to employees provided it is done during the non-duty hours of the employees involved. Insofar as this provision is concerned, scheduled breaks are considered to be non-work time.

Section 4. Copies of this agreement, in a booklet format, will be furnished to all bargaining unit employees, supervisors, and management officials, and will be posted on all bulletin boards, as described in Section 1 of this article, by the employer. One hundred (100) copies will also be furnished to the union for their own use. The cost of printing this agreement shall be borne by the employer.

Section 5. Copies of agency regulations, including local regulations, dealing with personnel policies, practices, and conditions of employment will be given to the union when such publications are received.

Section 6. The union will provide each new bargaining unit employee with a copy of the AFGE Health Benefit brochure during NEO.

Section 7. Employees will be reminded of their rights to representation annually.

ARTICLE 8

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Goal. The parties agree that it is the goal of the employer to achieve equal employment opportunity (EEO) on all levels and that the full workforce is free from discrimination because of race, color, religion, sex (including sexual harassment), national origin, age, mental or physical handicap, marital status, or political affiliation. The employer is responsible for promoting equal opportunity through a positive, continuing program involving all management policies, programs, objectives, practices, and personnel.

Section 2. Management Commitment. The employer will allocate necessary resources to administer the EEO program effectively. The employer will support and participate in all policies, programs, and established objectives. A statement will be issued and publicized to all employees reflecting the employer's commitment to attain EEO goals.

Section 3. Affirmative Action. The employer agrees to develop a program for affirmative action intended to resolve problems of under-utilization and under-representation of minorities, women and the handicapped. The Union will be involved in the development and updating of affirmative action plans. Copies of such plans will be furnished to the union. As a further means of ensuring a maximum amount of union input and an opportunity to identify areas of concern, the union will be a permanent member of any III Corps and Fort Hood Commander’s EEO Advisory Committee. The union will be provided a copy of all reports generated by this committee. The union further agrees to aid management officials through its steward system, in the identification of EEO problems. The employer and union will jointly seek solutions to such problems through the joint labor management committee referenced in Article 9.

Section 4. Personnel Actions and Employment Practices. All personnel actions and employment practices will be consistent with applicable laws, regulations, and this agreement. The employer recognizes and supports the continuing program of equal employment opportunity in the Department of the Army that:

a. All personnel actions and employment practices are based solely on merit and fitness.

b. All activities, facilities, and services operated, sponsored, or participated in by the Department of the Army are not segregated and that their use will not be determined by race, color, national origin, religion, sex, age, or handicap.

c. Complaints of discrimination are given prompt and fair consideration and that every effort is made to provide for just and expeditious resolution on each complaint.

d. Persons who complain of alleged discrimination or who participate in the presenting of such complaints are unimpeded and free from restraint, interference, coercion, discrimination, or reprisal.

e. The continuing program of equal employment opportunity exists for Department of the Army employees and applicants in all aspects of employment and

that the Department of the Army is committed to seek out and correct or eliminate any personnel management policy, procedure, or practice that may result in any disadvantage in employment or deny equality of opportunity to any group or individual on the basis of race, color, religion, sex, national origin, age, or handicap.

Section 5. EEO Counselors. EEO counselors are appointed by and serve at the will of the Commander, III Corps and Fort Hood, from among the members of the work force; receive training and function under rules and guidelines of higher headquarters administered by the EEO Officer. At least one EEO counselor should be a member of the bargaining unit. At such time as new or replacement EEO Counselors are needed, the union will be requested to provide nominees along with other solicited nominations. The Commander, or his designee, will make the final decision with respect to appointment or replacement of any EEO Counselor. The parties recognize that the responsibility of the EEO Counselor is to advise complainants and management officials of their rights, inquire into allegations of discrimination, and try to resolve discrimination complaints at the pre-complaint stage. EEO counselors will exercise this responsibility in accordance with the requirements of federal law, regulations of the Equal Employment Opportunity Commission, and regulations of the Department of the Army, which prescribe the filing, processing, investigating, and settling of complaints of discrimination.

Section 6. EEO Complaints and Employee Rights to Representation. Except for class action complaints, employees may file EEO complaints under the negotiated grievance procedures or, at their option, under the statutory complaint processing procedure. To facilitate this employee right, the parties agree that:

a. EEO Counselors will inform, orally and in writing, potential complainants covered by this agreement of their right to union representation and their right to process their complaint under appropriate statutory procedures or under the negotiated grievance procedure;

b. If a complainant covered by this agreement elects to process the complaint under the negotiated grievance procedure, the union shall have the right to be present at all discussions between management and employee, including meetings concerning adjustment of EEO complaints; and

c. The union shall be given notice, within 3 working days, of proposed remedial or corrective action to be taken as a result of informal or formal resolution of EEO complaints involving bargaining unit employees.

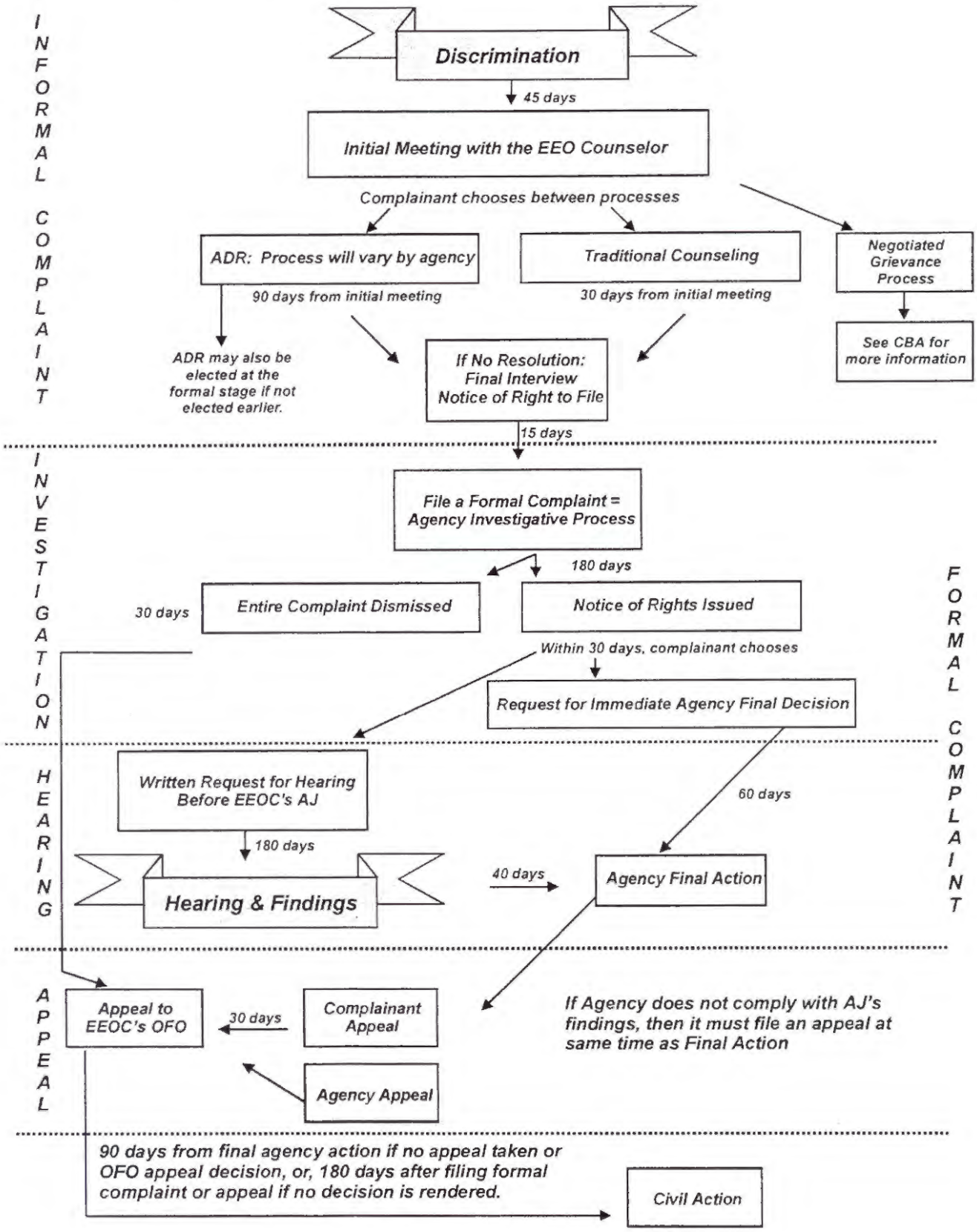
d. A union representative, serving as a personal representative on behalf of an employee in an EEO complaint filed under the agency's EEO complaint process, is entitled to a reasonable amount of duty time to perform this function. The employer is not obligated to change work schedules, incur overtime wages or pay travel expenses for such personal representative. Employees are authorized duty time to prepare for these meetings. Duty time will be authorized when participating in a meeting directed by the employer or an EEOC administrative judge. Employees must arrange in advance with their supervisors to use this duty time.

Section 7. Special Emphasis Programs The purpose of the Special Emphasis Program Committee (SEPC) and the Program for Individuals with Disabilities Committee (PIDC) is to assist the Fort Hood Commander, the Fort Hood special emphasis program managers, and the EEO Officer in the execution of the Fort Hood special emphasis programs. These programs are governed by Fort Hood Regs 690-2 and 690-31. Each Fort Hood directorate, activity, major tenant organization, and the union will be afforded the opportunity to have one member on each committee.

FIGHTING DISCRIMINATION IN THE FEDERAL WORKPLACE

-- FOR ILLUSTRATION PURPOSES ONLY --

The Overview Chart



-- FOR ILLUSTRATION PURPOSES ONLY --

ARTICLE 9

LABOR-MANAGEMENT COOPERATION

Section 1. Regularly scheduled quarterly meetings will be held between management and the union. Attendance at these meetings will consist of the Director of the Civilian Personnel Advisory Center or his designated representatives, the Union President, Vice President, Chief Steward, and other union officials. Union representatives who are named in the notice will be cleared to attend without charge to leave. Subjects discussed will be by mutual agreement of both parties. Additional meetings will be held upon request of either party upon the submission of a written agenda.

Section 2. The union agrees to cooperate with the employer in truly voluntary charity drives and to make widespread dissemination of its support of these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations, which provide that no compulsion or reprisals will be tolerated. Confidential gifts may be made by placing contributions in sealed unmarked envelopes. It is further agreed that no lists will be kept showing the names of contributors and the amounts of their contributions.

Section 3. Upon request, the employer will provide, not more frequently than once every 6 months, a list of unit employees by name, series code, grade, and organizational code designation. Once each month, the employer agrees to provide the union with a list of the names, position titles, grades, duty station and location code numbers of all employees appointed during the preceding month.

Section 4. The Union President, or his designee, will be given 35 minutes on duty time to address new bargaining unit employees following the new employee orientation classes. Orientation sessions normally will be held not later than 30 days after entrance on duty. It is agreed that this time will not be used to conduct internal union business.

ARTICLE 10

HOURS OF WORK

Section 1. The administrative workweek is the period of seven consecutive days, beginning at 0001, Sunday and ending 2400 the following Saturday, and is used as a unit to compute pay. The administrative workweek for firefighters is established to begin and end on the hours of the date the shifts change. Tours of duty for firefighters are excluded from this article.

Section 2. A tour of duty is the hours of the day, and days within the administrative workweek, during which the employee is regularly scheduled to be on duty. Tours of duty will be fixed in advance. The scheduled hours for each day will be established for the basic pay period.

Section 3. Tours of Duty. The employer will establish tours of duty as required for mission accomplishment. The employer has the right to change existing tours of duty.

Section 4. Hazardous Weather Dismissal Policy.

a. When the installation commander, or his designee, announces prior to the start of a workday that the installation is closed except for essential personnel, personnel not required to report for duty will be granted an excused absence in accordance with the Fort Hood Limited Operations Plan and will receive regular pay for their normal tour of duty. This excused absence will not be charged to annual leave. Personnel required to work in accordance with the Fort Hood Limited Operations Plan will receive their normal pay for hours worked.

b. When the installation is closed or its opening delayed due to inclement weather or hazardous conditions, employees will periodically monitor local media, radio, and/or TV for the latest update on installation reopening and report to work accordingly. When the installation is opened, the employer will give consideration to inclement weather or hazardous conditions of any kind, to employees living in outlying commuting areas on a case-by-case basis.

c. Those employees already in an annual, sick, or other leave status when a hazardous weather closing is announced will remain in that leave status and will not be given administrative leave for the period.

Section 5. Rest Periods.

a. A rest period of 15 minutes midway through the first half and the second half of the shift will be granted, unless there are compelling reasons to the contrary.

b. Rest periods may not be used to extend the lunch period or to modify the starting or ending of each day.

c. Rest periods will be considered duty time and included in the daily tour of duty.

Section 6. Lunch Periods. Lunch periods are not duty time for which compensation is allowed. Lunch periods will be determined by management and will not be less than 30 minutes or more than 60 minutes. Exceptions may be granted on a case-by-case basis. In sections where three separate 8-hour shifts are in operation and overlapping of shifts to permit time off for lunch is not practical, a lunch period of 20 minutes to be taken at the work site will be granted as hours worked for which compensation is allowed. Employees granted a compensable lunch period must spend that time at their workstation. Travel to and from lunch will be considered part of the non-work lunch period and will not be performed during duty time except as authorized by Fort Hood regulations.

Section 7. The employer will provide a reasonable amount of time consistent with the nature of the work performed for employees to clean up prior to the lunch period and at the end of the workday. In the same manner, a reasonable amount of time will be

allowed for employees to store, clean up, change clothes, and protect government property, equipment, and tools prior to the end of the workday.

Section 8. Unless requested by the union official, where other options are available, no officer or union representative will be transferred from one work shift to another, or will be detailed from their section to another for other than short periods during their terms of office.

Section 9. In MEDDAC, when schedules for rotating or changes in shifts are posted, they will reflect:

a. The current week,
b. Two confirmed advance weeks (following the current week),
c. And 1 week of tentative schedule following the 2 confirmed weeks schedule.

All posted schedules will indicate the year, month, dates and times. Upon request, the employee will be permitted to copy the posted confirmed schedule. The employee may take notes from posted tentative schedules knowing that a tentative schedule is not a commitment from the employer, and may change without notice.

Section 10. Individual changes in the tour of duty schedule shall be in compliance with applicable laws and regulations and furnished, in writing, to the affected employees no later than 7 calendar days prior to the beginning of the administrative workweek affected unless the mission would be seriously handicapped and costs would be substantially increased by providing 7 calendar days advance notice. This notice shall also be provided to the union and shall, as a minimum, identify the new hours, the existing hours, the effective date of the change, and the employees affected. No notice is necessary for regularly scheduled shift changes.

Section 11. Where no volunteers are available, individual temporary changes in tours of duty will be rotated among qualified employees.

Section 12. Alternative Work Schedules (AWS)

a. Establishing and changing AWS. Activities should form AWS teams with union representation to develop AWS. Activities will submit requests to establish or modify AWS tours of duty to the CPAC for regulatory review. The request will contain the proposed standing operating procedures, a description of the proposed AWS, and a list of affected employees. The CPAC, Labor Relations Office will notify the union and coordinate any negotiations between the activity and the union.

b. Termination of AWS. An AWS may be terminated as follows:

(1) An AWS must be terminated anytime there is adverse impact to the agency as defined in 5 USC 6120 (Federal Employees Flexible and Compressed Work

Schedules Act of 1982). Adverse impact is defined as 1) a reduction of the productivity of the agency, 2) a diminished level of services furnished to the public by the agency, or 3) an increase in the cost of agency operation, (other than a reasonable administrative cost related to the process of establishing a flexible or compressed schedule). Only when adjustments to the AWS have failed to eliminate the adverse impact may the AWS be terminated. The adverse impact and efforts made to eliminate the adverse impact must be documented.

(2) Activities may honor individual employee requests to change their AWS or revert to a standard work schedule, depending on mission requirements.

c. Union Notification. Implementation and termination of AWS is fully negotiable. Therefore, an AWS may not be implemented nor terminated until the union has been notified and given the opportunity to negotiate. Proposals to implement and to terminate an AWS are to be submitted to the CPAC, Labor Relations Office for union notification prior to the effective date of the action. The proposed AWS action may not be effected until after the activity is advised to proceed by the Labor Relations Office. Individual employee requests to change their AWS do not require union notification.

d. When an employee is reassigned from one directorate, division, branch shop or office to another directorate, division, branch, shop, or office, the employee must re-establish his/her work schedule with the new supervisor.

ARTICLE 11

OVERTIME

Section 1. Employees assigned to overtime work will be given as much advance notice as possible.

Section 2. If an employee does not desire to work overtime, the supervisor may accommodate the employee's request to be excused from overtime work, if another qualified employee is available for the overtime work. Employees are required to work overtime unless excused by the supervisor.

Section 3. Call-back overtime work. Irregular or occasional overtime work performed by an employee on a day when work was not scheduled for him, or for which he is required to return to his place of employment, is deemed at least 2 hours in duration for the purpose of premium pay, either in money or compensatory time off.

Section 4. Exceptions to the above are as follows:

a. If the overtime was scheduled in advance of the administrative work week, the employee will be paid for hours actually worked.

b. If the overtime was unscheduled but required and is contiguous with tour of duty, the employee will be paid hours worked only.

c. If overtime is unscheduled (not in advance of the administrative work week) and is not contiguous with tour of duty, a minimum of 2 hours will be paid at the appropriate rate whether or not the employee works the entire 2 hours.

d. Employees may request compensatory time in lieu of overtime.

Section 5. Compensatory time

a. Nonexempt employees who work overtime are entitled to overtime pay. These employees may, however, request or agree to compensatory time in lieu of overtime. This can be done by having the employee sign a statement on the reverse side of the DA Form 5172-R or DA Form 5172-R/FHT Overprint 37-X1 (Request, Authorization, and Report of Overtime).

b. Required compensation for exempt employees. Activity commanders may require employees whose rate of basic pay exceeds the maximum rate for GS–10 to be compensated for irregular or occasional overtime work with an equivalent amount of compensatory time off from the employee's tour of duty instead of paying overtime pay. Exempt employees scheduled for overtime with pay, may request compensatory time in lieu of overtime, subject to approval.

c. Compensatory time, like overtime, must be officially requested, approved, and properly documented. Compensatory time off may be granted before annual leave is approved except when annual leave will be forfeited.

d. The limit for using compensatory time off is the end of the 26th pay period after that in which it was worked. The unused compensatory time worked will be paid at the overtime rate in which it was worked.

Section 6. Supervisors will maintain overtime rosters, which will be made available for review by the union. Overtime shall not be distributed or withheld as a reward or penalty.

ARTICLE 12

HOLIDAYS

Section 1. Eligible employees are entitled to all holidays that are now established by law, those that may be added by law, and all holidays designated by executive order. Currently regular holidays are designated as follows:

New Year's Day .....January 1
Martin Luther King's Birthday.....3d Monday in January
Washington's Birthday.....3d Monday in February
Memorial Day.....Last Monday in May
Independence Day.....July 4
Labor Day.....1st Monday in September
Columbus Day.....2d Monday in October

Veteran's Day.....November 11
Thanksgiving Day.....4th Thursday in November
Christmas Day.....December 25

Section 2. Employees working on a holiday within their basic tour of duty shall receive the same pay as they would normally receive plus one day's pay to which they are entitled for the holiday.

Section 3. When a holiday falls on a day that an employee is regularly scheduled to work, the scheduled workday is the employee's holiday. If the employee is covered by a compressed work schedule, the employee's holiday will comprise the number of hours the employee is regularly scheduled to work that day. If the employee is covered by a flexible work schedule, the employee's holiday will comprise 8 hours.

Working on a Holiday. An employee who is required to work on a regularly scheduled workday that is a holiday receives holiday premium pay for working on the holiday and is not entitled to an in lieu of holiday.

If the employee is covered by a compressed work schedule and works the entire regularly scheduled tour of duty, the employee is entitled to holiday premium pay for the number of hours he or she is regularly scheduled to work that day. If the employee is covered by a flexible work schedule and works the entire regularly scheduled tour of duty, the employee is entitled to holiday premium pay for 8 hours.

Holidays Falling on Nonwork Days. When a holiday falls on a nonwork day and:

The holiday falls on Sunday, the first regularly scheduled workday following the Sunday-holiday is the employee's in lieu of holiday.

The holiday is not a Sunday, the last regularly scheduled workday preceding the holiday is the employee's in lieu of holiday.

Section 4. When an installation or organizational training holiday is declared, all requests for annual leave will be considered. A reasonable effort will be made to assign those employees who do not desire to participate in the program to meaningful duties and responsibilities in their organization.

Section 5. It is agreed that work on holidays or observed holidays, except in an emergency, shall be held to a minimum. Holiday work will be rotated on a fair and equitable basis. Upon request, employees may be excused from working holidays.
Section 6. Employees are encouraged to request leave for any workday which occurs on a religious holiday associated with the religious faith of the employee.

ARTICLE 13

LEAVE

Section 1. Employees accrue annual leave in accordance with applicable laws and regulations. The parties agree to follow all applicable leave regulations except as modified by this agreement. The minimum charge for sick and annual leave is one quarter of an hour (15 minutes).

Section 2. The employer agrees to establish annual leave schedules for vacation purposes in the first quarter of each calendar year. Leave approval/denial will be provided within 10 calendar days of the request. The employer will respond to all other leave requests in a timely manner.

Section 3. Supervisors will be authorized to approve requests for intermittent short term and emergency leave for employees who notify their supervisor within 2 hours after they were scheduled to report for work. In the absence of the immediate supervisor (normally the rater), the acting supervisor, second level supervisor, or work leader, will act on the request. Employees are required to notify their supervisor daily if the incapacitation lasts more than one day, unless the extent of the incapacitation is made known or other arrangements made through the initial notification.

Section 4. Upon request, subject to the needs of the service, leave without pay shall be granted to members of the union to serve with AFGE at the district or national level for up to one year. Automatic extensions shall be granted for subsequent years upon request, subject to any legal restrictions.

Section 5. For employees injured on the job, the employer will make reasonable efforts to provide limited duty for periods of less than 45 calendar days when it is determined by medical authorities that the employee may be released for such duties. The medical certification will specify the physical limitation of the employee as well as the expected date of return to full duty. The employer may make such temporary adjustments in duties only if it will not impose an undue burden on other employees or the mission.

Section 6. Brief periods of tardiness or unavoidable absences from duty of less than one hour may be excused if the employee has a reasonable explanation and provided the tardiness is not repetitive in nature. When employees are habitually tardy, the absence may be charged to annual leave or AWOL, as appropriate, and may become the basis for disciplinary action. If the decision is made to charge the tardiness to leave and the actual absence is less than one hour, the employee shall not be required to work the additional period covered by the leave charges.

Section 7 Sick Leave

a. Use of Sick Leave is governed by government wide regulations (5 CFR 630.401-409 and 5 CFR 630.1201-1211) and this agreement. Sick leave may be used by employees for:

(1) Medical/Dental/Optical examination and treatment
(2) Incapacitated for duty

(3) Exposure to communicable disease that may jeopardize the health of others.

(4) And:

(a.) Care of family members as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment. Family member means the following: Spouse, and parents thereof; Children; including adopted children and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. The amount of sick leave granted to an employee during any leave year for the purposes of this paragraph may not exceed a total of 480 hours.

(b) Make arrangements necessitated by death of family member or attend funeral of family member,

(c) Must be absent from duty for purposes relating to the adoption of a child.

(5) Employees may care for a family member with serious health conditions. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, including such things as: cancer, heart attacks, strokes, severe injuries, Alzheimer's disease, pregnancy, and childbirth.

(a) An employee who is caring for a family member with a serious health condition may use not more than a total of up to 480 hours of sick leave.

(b) If, at the time an employee uses sick leave to care for a family member with a serious health condition, he has used any portion of the sick leave authorized during that leave year, the agency must subtract that amount from the maximum number of hours authorized to determine the total amount of sick leave that may be used during the remainder of the leave year to care for a family member with a serious health condition. If the employee previously has used the maximum amount of sick leave permitted in a leave year, he is not entitled to use additional sick leave.

b. A medical certificate will not be required for approval of sick leave of less than 14 calendar days unless the employee has been warned, in writing, about abuse of sick leave. The requirement for the medical certificate will be reviewed every six months by the supervisor, to determine if a continuation of this requirement is necessary.

c. Management has the right and the responsibility to question the suspected abuse of sick leave. Employees who appear to be abusing sick leave by an established pattern, without medical documentation, should be advised regarding the proper use of sick leave and instructed to use sick leave only for authorized purposes.

Section 8. Scheduled annual leave accrual is a right of the employee and not a privilege. Consistent with the needs of the employer, annual leave which is requested in advance will be approved by the employee's immediate supervisor (normally the rater), or his designee. It will be the responsibility of the supervisor in consultation with

the employee to schedule annual leave with the employee so that use or lose annual leave will not be forfeited.

Section 9. Leave polices, to include the Family Friendly Leave Act, will comply with applicable rules and regulations except as modified by this agreement. The employer reserves the right to determine the period of time and increments of leave to be taken, based on the workload situation.

Section 10. Court Leave

a. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a Federal, state, or municipal court or to serve as a witness on behalf of any party in any judicial proceeding in which the United States, the District of Columbia, or state or local government, including a military court is a party.

b. Court leave can only be granted for those days and hours the employee would otherwise be in a pay status. Employees are to return to work if excused by the court, unless the supervisor determines the employee's return would be impractical. If excused early from jury duty, the employee should contact the supervisor for a determination on the employee's work status for the remainder of the work day.

c. Failure to do so could result in a charge to annual leave, leave-without-pay, or absence without leave (AWOL) for the excess time involved. In lieu of working any excess periods, the employee may opt to request annual leave or leave-without-pay.

d. When an employee is called for jury duty or witness duty, the court order, subpoena, summons, or official request should be provided to the supervisor. When the employee returns to duty, he should provide official written evidence of attendance in court showing the dates and hours to support the appropriate recording on the employee's Time and Attendance Sheet.

e. Court suits between private individuals or companies in which the United States or a state or local government is not involved do not entitle an employee to court leave. In addition, time spent as a party to a suit against the government does not qualify for court leave.

Section 11. The employer agrees that when the voting polls are not open at least two hours before or after an employee's regular hours of work, after coordination with the supervisor, he may be granted up to 3 hours of excused absence to vote.

Section 12. After coordination with the supervisor, the employee may be granted excused absences of not more than 8 hours per school year for PTA meetings and Parent/Teacher Conferences.

ARTICLE 14

EMPLOYEE PERSONNEL FILES

Section 1. Employees will receive copies of all official personnel actions pertaining to them and will have access to inspect other files pertaining to them as provided in

appropriate regulations. No material such as that listed in Section 7 of this article may be placed in the Official Personnel Folder (OPF) or in other files unless the employee receives a copy. Receipt of documents will be reflected by signature rather than initials.

Section 2. No entry will be made in the OPF or other personnel files which reflects adversely upon an employee or his career without the employee's knowledge. Dissatisfaction by the employee arising from such entries may be resolved under the negotiated grievance procedure. Employees will be given an opportunity to review all material relied upon prior to the employer taking an adverse action.

Section 3. Employees will be given a copy of each document generated by the employer which will be placed in their OPF or retained by the supervisor.

Section 4. Unless prohibited by appropriate regulations, each employee (or representative if designated in writing and authorized by the employee in writing) may inspect his OPF, and other personnel files pertaining to him. Such inspection would normally be on duty time if the employee is otherwise in a duty status. The employer will not pay overtime or travel expenses arising from such inspections or requests. Requests to review OPFs will be honored expeditiously.

Section 5. The employer will have due regard to the provisions of appropriate regulations, in the release of information from an OPF on an employee of the unit.

Section 6. Letters of reprimand will be removed from the OPF upon expiration of the specified time limits of the actions. Records of actions determined by appeal or grievance decision to be unfounded will be removed immediately from the OPF and will not be used as a factor in connection with future personnel actions including promotions.

Section 7. Letters of caution or warning will be destroyed 1 year after the date of the letter, or sooner by mutual agreement, provided that no other letters of caution or warning were issued while this letter was in effect.

Section 8. Employee requests for review of records (OPF review) should be met within a reasonable time (normally 2 weeks).

Section 9. Infractions that could lead to discipline should be discussed with employees promptly. Such meetings should be documented with a copy furnished to the employee. This does not apply to fraud, waste, abuse or other illegal activities.

ARTICLE 15

JOB CLASSIFICATION/DESCRIPTION

Section 1. Employees who believe their job descriptions are not accurate should discuss the situation with their supervisors. Employees should be included in the process of developing draft job descriptions for their position by either assisting in the development of the drafts or by providing information to the supervisors. Employees

should agree that the job descriptions describe the major duties and responsibilities they are required to perform. Usually the final decision as to duty assignment is made by the immediate supervisor. After this process is complete, it will be submitted to CPAC to be processed though proper channels for classification.

Section 2. When an employee alleges inequities in his position description or classification, he shall be furnished, upon request to CPAC, information on the appeal rights and procedures set forth in applicable regulations. He may elect to be represented by a union representative in discussing the matter with management or in presenting an appeal.

Section 3. The employer agrees to provide each employee with a copy of the job description to which the employee is assigned. The job description provided shall be accurate and realistically reflect the major duties which the employee is expected to perform.

Section 4. An employee may initiate a classification appeal over the proper classification of his/her position. Wage Grade (WG) employees must make their appeal through the agency. General Schedule (GS) employees have the option of appealing through the agency or proceeding directly to the Office of Personnel Management (OPM).

ARTICLE 16

TRAINING

Section 1. The employer and the union agree that the training and development of the employees within the unit is a matter of primary importance to the parties. The parties shall seek the maximum training and development of all employees required to meet the needs in support of present and future mission requirements. The employer agrees to provide on-the-job training, New Equipment Training (NET) and fair distribution of training for employees and paying such training expenses in accordance with applicable laws, rules, and regulations as deemed appropriate. The union shall be entitled to appoint one member to any Fort Hood Training Committee.

Section 2. The parties agree that the following principles apply to all training programs within the unit of recognition:

a. When training is given primarily to prepare employees for advancement and is required for promotion (i.e., an employee is not eligible for promotion unless he has completed the training), the training will be made under competitive promotion procedures.

b. The employer will identify situations in the specific work environment where training can aid in achieving defined objectives and goals.

c. Supervisors will assure that skills and knowledge obtained through government-sponsored training are used to the maximum extent possible.

d. When an employee of the bargaining unit is assigned to any position in which he has had no previous experience, he shall be given adequate training and reasonable time to become proficient. If the employee cannot reach satisfactory proficiency, management shall take whatever corrective action it deems necessary.

e. The employer will advise employees of training opportunities available upon their request.

f.

Section 3. Supervisors and employees will discuss training needs and opportunities during performance counselings.

Section 4. Within available resources adequate training will be provided in order for employees to perform their assigned duties.

ARTICLE 17

REDUCTION IN FORCE, REORGANIZATION, AND/OR TRANSFER OF FUNCTION

Section 1. Reduction in Force (RIF) will be accomplished in accordance with the provisions outlined in the current version of:

a. 5 USC 3501-3504 (Retention Preference)
b. 5 CFR part 351 (RIF)
c. 29 CFR 1614.203 (EEOC)
d. Other current and appropriate implementing guidance

Section 2. Prior to conducting any Reduction in Force (RIF), the employer will notify the union and provide relevant information on matters, which pertain to the RIF or potential RIF and will afford the union the opportunity to bargain. The employer will initiate discussions through the partnership process concerning RIF avoidance initiatives and RIF procedures.

Section 3. During the course of the RIF planning and implementation, all official decisions and information generated locally will be provided to the union prior to release to affected employees. The union will be given the opportunity to review appropriate retention registers and the documents supporting retention decisions once employees have received specific RIF notices. The parties realize that the actions and communications of higher headquarters are not within local control.

Section 4. The employer and the union agree to work in concert to provide employees who may be affected by RIF with comprehensive information on the RIF process, potential entitlements, and the variety of options available to them. These may include: training and placement programs consistent with budget and staffing restrictions, eligibility of Voluntary Early Retirement Authority (VERA), Voluntary Separation Incentives Program (VSIP), Priority Placement Program (PPP), Retirement, Permanent Change of Station, grade and pay retention, severance pay, etc.

Section 5. For those employees who are removed from federal service, management with the assistance of the union, will seek counseling and outplacement services through other federal, state, local and private sector agencies. Adversely impacted employees will be authorized to conduct interviews in the commuting area with potential employers on duty time.

ARTICLE 18

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The parties agree that primary emphasis should be placed on preventing situations which may result in disciplinary actions through effective employee-management relations. The broad objective of discipline is to train and motivate employees in the maintenance of reasonable standards of conduct. The employer should seek union involvement at the earliest opportunity whenever disciplinary action is contemplated.

Section 2. An employee shall be given the opportunity to be represented by the union at any examination of the employee by a management official in connection with an investigation concerning misconduct if the employee reasonably believes the examination may result in disciplinary action and the employee requests union representation. Consistent with those criteria, these rights also extend to meetings conducted by the PM, USACIDC, IG; and investigations conducted under the provisions of the Violence in the Workplace Program or the provisions of AR 15-6. If the employee requests union representation, management will postpone the examination for a reasonable time to permit the employee to obtain union representation or discontinue the discussion with the employee and gather the facts from other sources. An employee being considered for disciplinary action may request union representation if requested or required to provide a written sworn statement.

Section 3. When a disciplinary/adverse action is proposed, a notice to the employee is mandatory. Employees may request union representation when issued this notice. Notices of proposed disciplinary/adverse action are not grievable. However, once the employee has been issued a letter of decision on a formal disciplinary/adverse action, the employee may then exercise appropriate grievance or appeal procedures.

Section 4. The employer will furnish two copies of all proposed disciplinary actions and decisions to the employee.

Section 5. In the event the disciplinary/adverse action is rescinded, all records of the action will be removed from the employee's file and cannot be used as a basis for any further action by management.

Section 6. Disciplinary and adverse actions, including removal, will only be taken for just cause and will be in accordance with MSPB case law and applicable regulations.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 1.

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

b. "Grievance" means any complaint by any employee concerning any matter relating to the employment of the employee; by any labor organization concerning any matter relating to the employment of any employee; or by any employee, labor organization, or agency concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

c. No discrimination will be tolerated on the basis of sexual preference or sexual orientation. Such discrimination may not be pursued through the EEO complaint process but may be filed as a grievance through the negotiated grievance procedure.

d. The union retains the right to initiate grievances over matters, which employees may not wish to pursue.

Section 2. The following matters are specifically excluded from coverage under this procedure:

a. any claimed violation of Title 5, USC, Section 7321 (relating to prohibited political activities).

b. retirement, life insurance, or health insurance.

c. a suspension or removal under Title 5, USC, Section 7532 (National Security).

d. any examination, certification, or appointment.

e. the classification of any position which does not result in the reduction in grade or pay of an employee.

f. non-selection for placement or promotion from a group of properly ranked and certified candidates.

g. notices of proposed disciplinary actions.

h. content of performance standards and objectives.

i. separation of probationary employees.

j. The agency's decision, under OMB Circular A-76, to implement Commercial Activities studies and/or Privatization Programs, or issue award(s) thereunder.

Section 3. Appeal and Grievance Option. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purposes of this section and pursuant to Section 7121(e)(1) of the Federal Service Labor Management Relations Statute, an employee shall be deemed to have exercised his option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance, in writing, under the negotiated grievance procedure.

Section 4. Any time an employee declares he has a grievance, he shall be entitled to a union representative.

Section 5. The employer and the union recognize that most grievances arise from misunderstandings or disputes, which can be promptly and satisfactorily resolved on an informal basis at the immediate supervisory level. Accordingly, the employer and the union agree that every effort will be made to settle each grievance at the lowest level possible. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, his loyalty, or desirability to the organization.

Section 6. It is agreed that when a grievance decision is accepted or the grievance is terminated, at any step, it will be considered to be settled in its entirety, and no further action will be taken by either party regarding the grievance.

Section 7. A grievance shall clearly state the problem and corrective action desired.

Section 8. Reasonable time will be allowed for employees to discuss, prepare, and present grievances. A grievant is not entitled to use government resources such as typing assistance, word processing centers, copying machines, supplies, or materials in preparing a grievance.

Section 9. A request for extension of time at any step of the grievance procedure should be for valid reasons. All time limits specified in this procedure are final, unless an extension has been granted.

Section 10. If an employee or group of employees desires representation in filing a grievance under this grievance procedure, they may be represented only by the union or themselves, but not a private attorney. Any employee or group of employees choosing to represent themselves may present such grievances to the employer and have them adjusted without the intervention of the union as long as the adjustment is not inconsistent with the terms of this agreement and the union has been given the opportunity to be present at the adjustment. The right of employees to present their

own grievances does not extend their use of the arbitration process contained in this agreement.

Section 11. If two or more bargaining unit employees request union representation in pursuing substantially identical grievances under this grievance procedure, the union will select one grievant and one representative to pursue the grievance, will provide a list of the other grievances concurrent with the initiation of Step 1 of the grievance procedure, and will be bound in all cases by the outcome of the grievance selected. Not more than one local union representative will be allowed to represent an employee or group of employees at any given meeting during the pursuit of a grievance or complaint.

Section 12. Dispute Resolution/Grievance Procedure.

a. Informal Process.

(1) Initial meeting: The employee and his representative, if any, will present the dispute to the supervisor who has the authority to resolve the matter (normally the rater), and in his absence the official at the activity having the authority to make a decision on the matter (normally the approving official), within 15 calendar days of the incident or decision giving rise to the dispute. Generally, a decision should be given at the conclusion of the meeting but no later than 3 days from the date of the meeting.

(2) Follow on meeting: If necessary, a second meeting will be held with the employee, the representative, if any, the rater/approving official and other appropriate individuals. Generally, a decision should be given at the conclusion of the meeting but no later than 3 days from the date of the meeting. This informal process will take no longer than 21 days. If after 21 days, the dispute has not been resolved, the employee may submit the dispute to the formal process.

b. Formal Process. If no satisfactory settlement is reached through the informal process, the union/employee may elevate the dispute to the appropriate deciding official. Normally, this will be the director of the employee's organizational element. In this case, the union must forward the properly completed grievance form with the informal decision to the Civilian Personnel Advisory Center, ATTN: AFZF-CP-LR, within 7 calendar days of receipt of the informal decision. The deciding official, or his designated representative, and the CPAC or agency representative, will meet with the employee and his representative, if any, within 7 calendar days after receipt of the dispute/grievance. The deciding official, through the CPAC Labor Relations Office, will provide the union with a written decision. Generally a decision will be given at the conclusion of the meeting but no later than 3 calendar days after the meeting. The decision will state the date, time, subject, parties present, their respective positions and opinions, and the decision regarding the matter.

- The decision is final unless arbitration is invoked wherein management and the union share the cost.

- In those instances where management fails to render a decision within the contractual suspense of 3 days or within an approved extension timeframe, the union may invoke arbitration and the cost will be paid entirely by management.

Section 13. In most instances, employees are required to process their grievance through the informal process before proceeding to the formal process. Specific exceptions to the normal grievance procedure are:

a. All suspensions and removals will be initiated at the formal process.

b. The parties also recognize there may be other issues considered appropriate by mutual agreement to initiate at the formal process.

c. Grievances over letters of reprimand will be initiated at the informal process with the supervisor immediately above the official issuing the letter of reprimand.

Section 14. Upon request of the union, all material relevant to any grievance or investigation of a complaint will be provided to the union subject to applicable law in a timely fashion.

Section 15. Employer-Union Grievance Procedure. Problems involving the interpretation or application of the agreement between the employer and the union should be resolved in accordance with Section 12 a(1) and 12(b) of this article.

a. Any formal grievance submitted by the employer will be in writing and addressed to President, Local 1920, AFGE, Fort Hood, Texas 76544-5057.

b. Any grievance submitted by the union will be in writing and addressed to the Director of the Civilian Personnel Advisory Center, III Corps and Fort Hood, Fort Hood, Texas 76544-5058.

c. The written grievance will indicate the portions of this agreement alleged to have been misinterpreted or misapplied and will include all pertinent data relating to the grievance including dates, places, personnel involved, and rationale supporting their contentions.

Section 16. If the last day of a time limit under this article falls on a Saturday, Sunday, or holiday, the due-date will be the next work day.

Section 17. Questions of Grievability. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The employer agrees to raise any question of grievability or arbitrability of a grievance in the written answer for the formal step of this procedure.

ARTICLE 20

ARBITRATION

Section 1. When mutually agreed upon, the parties will use grievance mediation prior to arbitration. If the parties fail to reach agreement on a contract dispute or fail to satisfactorily resolve an employee grievance, either party may invoke arbitration not more than 20 work days following the written decision of the other party on the dispute or grievance. The party invoking arbitration must serve written notice to the other within this 20 day period.

Section 2. Within 7 working days from the date of the request for arbitration, the parties shall meet for the purpose of agreeing on the selection of an arbitrator. If an agreement cannot be reached within 5 working days of the meeting, then either party may request in writing the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial persons qualified to act as arbitrators. If the parties cannot mutually agree upon one of the listed arbitrators, the parties will flip a coin to determine who will strike first, then each will alternately strike one name from the FMCS list until only one remains who shall be the duly selected arbitrator. Alternatively, the parties may use the standing panel as identified in Section 9.

Section 3. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

a. Either party refuses to participate in the selection of an arbitrator.

b. Upon inaction or undue delay on the part of either party.

Section 4. If the parties fail to agree on a joint submission of the issue for arbitration, each may submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

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

Section 6. The arbitrator's award will be binding on the parties except that exceptions may be filed in accordance with Title 5, USC, Section 7122. One copy each of the award will be mailed to the employer, the grievant, and the union.

Section 7. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 8. The arbitrator's fee and the expenses of the arbitration will be borne equally by the employer and the union. The arbitration hearing will be held, if possible, on the employer's premises during the regular day shift hours of the basic workweek. All necessary participants in the hearing who are in a duty status shall be excused from duty without loss of pay or leave for the time necessary to participate in the hearing. Participants include witnesses, representatives, and technical advisors for each party. The parties will exchange their list of participants not later than 5 calendar days before the scheduled arbitration.

Section 9.

a. The parties will maintain a standing panel of arbitrators that may be used in arbitrations. The parties will select an arbitrator based on his numerical standing.

b. The following expedited arbitration procedure is hereby adopted with respect to any grievance, which involves:

- An employee's formal performance appraisal, other than demotions or removals for unacceptable performance under 5 USC Chapter 43;
- Reprimands and suspensions of 14 days or less and any lesser discipline or counseling;
- Action imposing sick leave restriction; and
- Any other matter mutually agreed upon.

c. The parties agree that the primary purpose of this supplemental arbitration procedure is to provide a swift and economical method for the resolution of identified disputes. The parties agree to take positive action to see that this purpose is fulfilled; and in addition, the arbitrator shall have the authority to take steps necessary to see that the purpose is fulfilled.

- The hearing shall be informal.
- No briefs shall be filed or transcripts made.
- There shall be no formal evidence rules.
- The hearing shall be scheduled not more than 10 days after notification to the arbitrator. If the designated arbitrator is not available to conduct a hearing within 10 days, the next panel member in rotation shall be notified until an available arbitrator is obtained.

d. A case should normally not require more than 4 hours to be heard with each party being allowed up to 2 hours to examine witnesses and make opening and closing statements. The arbitrator shall ensure that the length of the hearing is not unnecessarily extended because of irrelevant or repetitious testimony. The arbitrator may also waive the time limits for good and sufficient reasons.

e. The arbitrator may issue a bench decision at the hearing but, in any event, the arbitrator shall render a brief written decision within 5 calendar days after conclusion of the hearing. This decision shall be based on the record developed by the parties before and at the hearing and shall include a brief written explanation of the decision .

f. The arbitrator's decision shall be final and binding on both parties.

g. The arbitrator shall charge for expenses and a one day per diem fee.

Section 10. The arbitrator has full authority to award attorney fees in accordance with the standards of the Federal Service Labor Management Relations Statute.

Section 11. All participants (grievant, witnesses, union representative) in an arbitration hearing will be in a duty status.

ARTICLE 21

HEALTH AND SAFETY

Section 1. General.

a. The employer will furnish to employees places of employment, which are free from recognized and remediable hazards that are causing or are likely to cause serious physical harm. The employer and the union agree to cooperate in a continuing effort to eliminate accident producing conditions, health hazards, and instances of unsafe work practices.

b. The employer agrees to allow union officials and employees official time to participate in activities provided for by the installation safety and health program. The union agrees to encourage employees to comply with safety and health standards, rules, regulations, and orders issued which are applicable to employee's safe job performance, actions, and conduct.

c. The employer will make Material Safety Data Sheets (MSDS) readily available and accessible to employees for all hazards that are associated in their specific work area. The employer further agrees to train all employees when new hazards are introduced in the work environment. The employer and union agree to cooperate in a continuing effort periodically to refresh employees' awareness of the contents of applicable MSDS.

Section 2. Protective Clothing, Equipment (PCE), and Tools

a. The employer will issue appropriate personal equipment and tools necessary to complete their work in accordance with the Executive Order 12196 of February 26, 1980; Occupational Health and Safety Act; and Title 29 CFR parts 1910, 1415, 1326, and 1960. The employer will strictly enforce the use of PCE and tools.

b. The employer will determine and provide all specialized materials necessary to maintain and clean all protective equipment and clothing. The employee will be responsible for individual maintenance of protective equipment and tools issued to him.

c. The employer will train employees in the proper use and maintenance of the PCE and tools that are required to perform their job. As provided by Title 29 CFR parts 1910, 1915, and 1926, all employees shall use safety equipment, personal protective equipment, and other devices and procedures provided or directed by applicable regulations.

d. The union agrees to assist the employer in publicizing the requirement for use of PCE and the benefits of using such items as required for employee protection.

Section 3. Training. The employer agrees to provide adequate training to enable employees to perform duties in a safe manner. Normally, employees will not be required to perform work on unfamiliar machinery until safety instruction or training has been provided by appropriate supervisors.

Section 4. Reports of Unsafe or Unhealthful Working Conditions.

a. Any employee who believes that working conditions are unsafe or unhealthful and present an imminent danger (i.e., a danger which could reasonably be expected to cause death or serious physical harm or loss of a facility, before the imminence of such danger can be eliminated through normal procedures) will cease the activity and will notify the nearest available supervisor of the alleged hazard. The supervisor or other appropriate management official shall, after consultation with safety or health personnel as appropriate, make a determination as to whether work may proceed. If an employee refuses an order to perform work based on an assertion of unsafe or unhealthful conditions, he or she will be allowed access to a union representative. Any discipline imposed by management will be subject to the grievance and arbitration procedure.

b. When the employer determines that an imminent danger (as defined above) or serious hazard (i.e., a condition or hazard such that there is a reasonable possibility that death or serious physical harm could result) arises or is present at a work site, employees will be notified as soon as possible as to precautionary steps to be taken.
Section 5. Inspections and Abatement.

a. The employer agrees to notify the union in writing of plans to conduct formal safety inspections. The employer shall assure that a union representative designated by the union will be invited to attend inspections of a work place.

b. The employer agrees, to the extent available resources permit, to abate unsafe or unhealthful conditions as determined by safety or health inspections.

Section 6. The employer agrees to assure response to employee reports of unsafe or unhealthful working conditions and to require an inspection within 24 hours for imminent danger conditions, 3 workdays for potentially serious conditions, and 20 workdays for other than serious conditions, as defined by OSHA. Any employee or union representative is authorized to request an inspection of the workplace when he/she believes an unsafe or unhealthful condition exist. The procedures shall assure the right to anonymity of those employees or union representatives who make the report.

Section 7. The employer agrees to compile and to maintain records required by the OSHA and the agency safety and health program and to make them available for review by the union.

Section 8. Health and Safety. The employer hereby agrees to maintain an occupational health program and to provide the following services:

a. Employees injured on-the-job are free to select the physician of their choice. Darnall Army Community Hospital is available for initial treatment.

b. Pre-employment examinations of persons selected for appointment (within the limitations of appropriate regulations).

c. Employee health medical examinations (periodic physicals) with doctor and/or hospital of employee's choice in accordance with past practice.

d. Preventive services including (1) preventing and controlling health risks, (2) health education programs, and (3) specific disease screening examinations and immunizations.

Section 9. The employer agrees to post notice of hazardous conditions discovered in a worksite as required by the Basic Program Elements for Federal Employee Occupational Safety and Health Programs (29 CFR 1960). The notice shall be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful working condition and any required precautions required by applicable regulations.

Section 10. All food service workers who work 4 or more hours in a 24-hour period will be furnished one meal exempt from the surcharge in accordance with AR 30-1, para 6-16.

Section 11. The parties recognize the right of employees and the union to request assistance from OSHA. Employees and the union are encouraged to notify the supervisor of the request.

ARTICLE 22

WORKERS' COMPENSATION

Section 1. Counseling

When employees suffer or allege illness or injury in the performance of duties, the supervisor and/or the appropriate management official will immediately inform the affected employees of their rights under the Federal Employees Compensation Act (FECA). These rights include the following:

a. The employee's right to file for compensation benefits,

b. The types of benefits available,

c. The procedure for filing claims, and

d. The option to use compensation benefits if approved in lieu of sick or annual leave.

Section 2. Procedure for Filing Claims for Workers' Compensation Benefits

a. As soon as possible after experiencing a job-related injury or illness, the employee must contact their supervisor or other appropriate management official.

b. The employee will obtain Forms CA-1, CA-2 and CA-16, as appropriate, from the employer. To help ensure timely coverage and payment, employees are encouraged to seek care within seven (7) days of the injury through their physician of choice.

c. The appropriate sections of the form should be filled out by the employee and given to the supervisor as soon as possible. Employees are encouraged to submit their claims within two (2) workdays but not later than thirty (30) calendar days from the date of the occurrence. If the employee is incapacitated, this action may be taken by someone acting on their behalf.

d. The employer agrees to post the Department of Labor Form CA-10, "What a Federal Employee Should Do When Injured at Work" on all official bulletin boards.

Section 3. Definitions

a. Traumatic injury/illness means a wound or other condition of the body caused by external force, including stress or strain, which is identifiable as to time and place of occurrence and member or function of the body affected. The injury must be caused by a specific event or incident or series of events or incidents within a single work day or work shift.

b. Occupational Disease means a condition produced in the work environment over a period longer than a single workday or shift by such factors as systemic infection, continued or repeated stress or strain, or exposure to hazardous elements such as but not limited to, toxins, poisons, fumes, noise, particulates, or radiation, or other continued or repeated conditions or factors of the work environment.

Section 4. Election of Benefits Options

a. Pending the approval of the compensation claim, an employee with a job-related traumatic injury/illness or occupational disease may elect to be placed on sick or annual leave instead of leave without pay.

b. As an alternative to Section 4a above, an employee with a job-related traumatic injury/illness may elect to receive up to forty-five (45) days of continuation of pay (COP) if the claim is filed within thirty (30) days of the injury and is supported by medical documentation. The entitlement to COP is not available to employees who file an occupational disease claim.

c. If the employee's claim is approved, the employee shall have the option of buying back any leave used and having it reinstated to the employee's account. This request must be submitted within one year of the date the leave was used or the claim was accepted whichever is later.

d. If the employee' s claim for compensation is disallowed by the Department of Labor, Office of Workers' Compensation, any of the forty-five (45) days of COP that were previously granted will be converted to sick leave, annual leave, and/or leave without pay. The employee shall be responsible for advising the Department as to which form(s) of leave is (are) appropriate and for completing an SF-71, Application for Leave, or its electronic equivalent.

e. The Department shall assist employees in obtaining technical information regarding the proper procedures for filing claim appeals to the Department of Labor.

Section 5. Placement of OWCP Claimants

a. When the employee requests and supports his request with appropriate medical information, the employer will make a serious effort to assign the employee on a temporary basis to duties consistent with the employee's medical needs, pending resolution of his claim. The employer may request additional or clarifying medical information from the physician of record.

b. When the employee requests and supports his request with an approved OWCP claim and appropriate medical information, the employer will make a serious effort to assign the employee to duties consistent with the employee's medical needs. Any such action will be consistent with the negotiated merit promotion article.

c. When an employee who has been determined by OWCP to be disabled to perform duties of his assigned position, has recovered sufficiently that he is required or permitted to seek reemployment, management will make a serious effort to offer appropriate employment. The employer may request additional or clarifying medical information from the physician of record.

Section 6. The employer, upon request, will provide injury reports for OWCP claims to the union.

ARTICLE 23

DUES WITHHOLDING

Section 1. Eligibility. Any bargaining unit employee may have dues deducted through payroll deductions. Such deductions will be discontinued when the employee leaves

the unit of recognition, ceases to be a member in good standing of AFGE, or submits a timely revocation form under the procedures of this article. An allotment may be submitted to the employer at any time. Deduction of dues to the union shall begin with the first pay period which begins after receipt of a properly completed and signed SF 1187 by the employer.

Section 2. Union Responsibilities. The union agrees to:

a. Inform management, in writing, of the following:

(1) the dues amount(s) or changes in the dues amounts;

(2) the names of the local union officials responsible for certifying on each employee's authorization form the amount of dues to be withheld, and for certifying to management changes in allotments: and

(3) the name and address of the payee to whom the remittance checks should be made.

b. Forward completed and certified SF 1187's to the appropriate servicing payroll office.

c. Not change the amount of union dues more frequently than once in every 12-month period.

Section 3. Management Responsibilities. It is the responsibility of management to:

a. Process voluntary allotments of dues in accordance with this article and in amounts certified by the union.

b. Withhold employee dues on a bi-weekly basis.

c. Transmit remittance checks to the local official designated by the union in accordance with this article, as expeditiously as possible at the end of each pay period, together with a listing containing the following information:

(1) The name of the employee,

(2) Identification of active employees for whom allotments have been temporarily stopped and identification of those which are a final deduction because of termination.

d. Ensure that bargaining unit employees on dues withholding, who are reassigned from one facility to another, but remain in the unit of recognition, will continue on dues withholding.

Section 4. Procedures for Withholding. Bargaining unit members wishing to have their dues withheld by payroll deduction will submit their completed SF 1187's to the

designated union officials. These officials will certify the form and include the amount of dues to be withheld. The certified SF 1187 will be forwarded to the appropriate servicing payroll office for processing. Dues withholding will become effective at the beginning of the next pay period if received in the payroll office at least one workday prior to the beginning of that pay period. Questions concerning whether an employee is in the unit of recognition and eligible for payroll deduction of union dues will be resolved through consultations between the CPAC representative and local union official or through a unit clarification petition. In the event a clarification of unit petition is filed, the employee's dues will be withheld pending a decision on the petition.

Section 5. Changes in Dues Amount. At any time there is a change in dues structure, the local will send a memorandum to the appropriate servicing payroll office noting the amount of the change. The new amounts will be deducted starting the first pay period following receipt by the servicing payroll office. Such a change will be effective at the beginning of the first full pay period following receipt in the payroll office.

Section 6. Anytime management officials request in writing the appropriate servicing payroll office to discontinue an employee's dues withholding because the employee has left the unit of recognition (i.e., promotion or reassignment) a copy of such request shall be provided to the union. Where a dispute arises over whether or not the person has left the unit, the procedures outlined in Section 4 will be used.

Section 7. The union shall notify the employer in writing within 5 days when any member of the union on a voluntary allotment of union dues is expelled or for any other reason ceases to be a member in good standing.

Section 8. All payroll deductions and transmittals will be made at no cost to the union.

Section 9. An employee's voluntary allotment for payment of his union dues shall be terminated with the start of the first pay period following the date of which any of the following occur:

a. Loss of exclusive recognition by the union for the unit in which the employee is assigned.

b. Movement of the employee by official personnel action (except detail) outside of the unit in which the union has exclusive recognition.

c. Separation of the employee for any reason, including death or retirement.

d. Receipt by the employer of notice that the employee has been expelled or has ceased to be a member in good standing of the union.

e. When an allotment for deduction of union dues has been started, it must remain in effect for a minimum period of one year, as required by Section 7115(a) of the Civil Service Reform Act. When revocation of dues is submitted, it will be effective at the beginning of the first full pay period following the first anniversary date.

Section 10. An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission to the employer of an SF 1188 properly executed in duplicate by the employee. The installation will maintain a supply of SF 1188's and will make this form available to employees upon request. It is the employee's responsibility to see that his written revocation is received by the employer 30 days before anniversary date. Upon receipt by the employer of a properly executed SF 1188 (in duplicate), a copy of the form shall immediately be transmitted to the secretary of the union.

ARTICLE 24

EMPLOYEE ASSISTANCE PROGRAM (EAP) AND WORKPLACE VIOLENCE PROGRAM (WVP)

Section 1. Purpose of the EAP: The EAP is a tool and resource available to both supervisors and employees in those instances where performance, attendance, or conduct is affected by personal, family, emotional, or behavioral factors. EAP provides managers and supervisors general guidance on the identification, and referral for assistance of civilian employees whose job performance has been adversely affected by emotional/behavioral problems. Once the supervisor makes a determination that an employee's behavior warrants admission to the EAP, the supervisor will direct the troubled employee to choose between professional assistance or accepting the consequences for continued poor duty performance, attendance, or conduct.

Section 2. Employee Responsibility. Employees may seek appropriate assistance through the EAP to resolve job performance, attendance or conduct problems.

Section 3. Management Responsibility. The Supervisor should ensure that employees are aware of the right to self refer, and that the supervisor may also refer the employee to the EAP.

a. Supervisors are advised to utilize EAP services when indicators first appear that they may have a troubled employee. In all instances where a supervisor initiates or takes an adverse or disciplinary action, the supervisor may refer the employee to the EAP.

b. A supervisor is not required to refer an employee to the EAP where there has not been a previously observed or known pattern of deterioration in performance, attendance, or conduct.

c. Make the EAP available to employees and ensure its provisions are known, particularly that employee participation is voluntary.

Section 4. Confidentiality. The identity, diagnosis, or prognosis of an individual in counseling is confidential and may not be disclosed without written consent of the employee. The implication that a person has or has not been enrolled in a rehabilitation program is prohibited, except when required by law. Managers will be notified of the

expected date of an employee's return to work when such information is available to the EAPC.

Section 5. Procedure. For employees enrolled in an EAP approved counseling program, initiation of discipline or adverse action for poor job performance or misconduct will be postponed and any proposed discipline or adverse action, in which the final decision letter has not been issued, will be held in abeyance. The period of postponement or delay will be a period of 30 to 120 days. Job performance, attendance, and conduct must be improved to maintain the postponement. Any pending discipline or adverse action may be canceled upon the employee's successful completion of EAP, provided the employee has not previously refused EAP assistance in lieu of discipline or adverse action. If the employee fails to make satisfactory progress in the program, as determined by the EAPC, participation in the program will be terminated and appropriate adverse or disciplinary action will continue. Supervisors will consider an employee's enrollment and/or successful completion of EAP prior to imposing any disciplinary action.

Section 6. Additional Guidelines.

a. Time spent in the initial EAP evaluation, case management and case close out will be duty time. Training such as Anger Management and Violence in the Workplace will be conducted on duty time. Employees will be granted sick leave, annual leave or leave without pay, to obtain counseling or rehabilitation treatment. Approved absences associated with treatment will not be used for any disciplinary or adverse action against the employee.

b. Family members of civilian employees are eligible to receive alcohol and drug abuse counseling service, on post at no cost, according to AR 600-85.

Section 7. Suspected alcohol or drug abuse by an employee: If an employee appears to be intoxicated on duty, the employee will not be sent home. The supervisor or other appropriate management official will escort the employee to the Emergency Room at Darnall Army Community Hospital (DACH) and complete the request for medical examination for drug or alcohol abuse so that employee is seen by a physician before the cessation of the symptoms. This form is available from either the EAPC or the Emergency Room. Action will be taken by the DACH physician in accordance with the Emergency Room policy book.

Section 8. Purpose of the WVP. The WVP is designed to reduce the risk of violence, actual and potential, in the Fort Hood workplace. Violence is any behavior, including use of any threatening words or gestures directed to an employee, which causes the employee to fear or believe that the employee's safety or property is at risk of harm of injury.

Section 9. In the event the Workplace Violence Team (WVT) determines that an allegation raised by an employee is false, disciplinary action may be initiated in accordance with AR 690-700 or other applicable laws, rules and regulations. This provision does not apply to unsubstantiated allegations.

Section 10. The Fort Hood Employee Assistance Program (EAP) office is located in Building 2241, Room 102, 58th Street and Support Avenue, telephone 287-2437/6702. Both the EAP and WVT are governed by Fort Hood Reg 690-23.

ARTICLE 25

USE OF OFFICIAL FACILITIES

Section 1. Government facilities will be provided, whenever practicable, upon request, outside regular working hours, for the conduct of day to day affairs of the union on behalf of the bargaining unit. Facilities will be subject to normal housekeeping and security requirements. Arrangements for facilities will be made through the Director of the Civilian Personnel Advisory Center.

Section 2. A steward is entitled to reasonable privacy when conducting an authorized discussion of a grievance with an employee in the unit of recognition. Official functions will not be disturbed to provide reasonable privacy.

Section 3. The employer will allow union officers and stewards the use of employer telephones for local calls in the performance of their functions authorized to be accomplished on official duty time in this agreement or in appropriate laws or regulations. Supervisors will permit stewards to use a nearby line which ensures reasonable privacy in conduct of functions authorized to be accomplished on official duty. Official functions will not be disturbed to provide reasonable privacy. Stewards will obtain permission from their immediate supervisor before leaving their official duties for this purpose.

Section 4. The installation telephone directory will contain the name, location, and telephone number of the union office, if the union avails itself of its opportunity to purchase installation telephone service.

Section 5. The employer will continue to provide comparable facilities and furnishings to the union as per the existing agreement. The employer will not move the union office in an arbitrary and capricious manner. In the event the union office is moved, reasonable notice will be provided to the Union President.

ARTICLE 26

MERIT PROMOTION

Section 1. Consideration in filling vacant positions will be given first to internal candidates. In the event both internal and external candidates are referred and the internal candidate(s) are not selected, the reason for selection will be documented. When positions are announced both internally and externally, it may be done simultaneously.

Section 2. An employee who will be temporarily absent on detail, on leave, at a training course, or on TDY is responsible for providing to his supervisor, or designee, a written notice of acceptance for a position for which the employee may be selected during their absence.

Section 3. All non-selected employees will be notified of the non-selection not later than 10 calendar days after the date of commitment.

Section 4. Employees will be granted access to computers to apply for jobs and research other job related matters. Employees are permitted to do this on duty time subject to supervisory approval.

Section 5. Vacancy announcements will summarize the duties, and required qualifications.

Section 6. Supervisors will keep employees currently advised of weaknesses in their job performance and potential. At an employee's request, a supervisor will advise the employee on how to improve his/her chances for promotion.

Section 7. When an employee files a complaint concerning a Merit Promotion action, the president or his designee may request, and will be furnished, all relevant sanitized records used as a basis for ranking and selecting employees for any promotion action.

Section 8. When an employee is qualified and is assigned to a higher grade position for more than 30 days, the use of a temporary promotion instead of a detail is encouraged. Where practicable, temporary promotions for less than 120 days will be rotated among well qualified employees.

Section 9. The effective date of an employee's promotion will be no later than the beginning of the second pay period following the commitment.

ARTICLE 27

PERFORMANCE MANAGEMENT SYSTEM

Section 1. Performance evaluation will be accomplished in accordance with appropriate regulations AR 690-400 (TAPES).

a. Individual rating periods for the base system performance appraisals will be determined by the last digit of the employee's social security number and due as follows:

Chart of the Performance Cycle End Dates, by SSN Digit

TERMINAL DIGIT	END OF RATING PERIOD
1	31 January
2	28 February
3	31 March
4	30 April
5	31 May
6	30 June
7	31 July
8	30 September
9	31 October
0	31 December

b. Employees rated under the senior system performance appraisals will be rated in accordance with the current applicable regulation. Currently, the end of the appraisal period for WS/GS 9-12 is the end of October, and for WS/GS 13 and above is the end of June.

Section 2. If any reference to leave usage is made to an employee performance appraisal, it will be positive in nature.

Section 3.

a. Annual Appraisals

(1) Army's minimum rating period is 120 days. Ratees cannot be rated until they perform under approved performance plans for at least 120 days.

(2)When the Ratee or rater departs and there are 120 days or less remaining in the rating period, an annual evaluation should be completed.

b. Special Appraisals

(1) Ratees who are detailed, temporarily promoted, or otherwise assigned away from their normal duties for 120 days or more during their annual rating cycles should receive new performance plans and Special Appraisals.

(2) When the Ratee or Rater departs, a special appraisal should be done if there are more than 120 days before the annual appraisal is due.

(3) Special appraisals and performance plans are not sent to the Civilian Personnel Advisory Center when they are completed.

c. Mandatory counseling sessions (initial and midpoint)

(1). The employer should conduct the initial counseling (DA Forms 7222-1 and 7223-1) within the first 30 days of rating period. The midpoint should be conducted on or about 6 months after the initial, or about halfway through the rating period. Conduct these counselings in face-to-face sessions. This may be done via telephone or video teleconference when employees are at off site locations.

(2). Performance standards or objectives should be updated during the rating period. However, the Ratee should be given 120 days under the new/revised standards/objectives before the Ratee can be evaluated.

d. Rating Chain members:

Ratee - Person rated.
Rater - Usually first-level supervisor.
Intermediate Rater (Optional) - Between Rater and Senior Rater.
Senior Rater (Optional) - Approves performance plans and ratings.

ARTICLE 28

EMPLOYEE DEBTS

Section 1. The employer shall not function as a collection agency for employee's private debts except for legal garnishment.

Section 2. It is recognized that all employees are expected to pay promptly all just financial obligations. A just obligation is one which the employee acknowledges as being just or which has been reduced to a judgment by court means.

Section 3. This article shall also apply to any financial allegations or claims made by the employer against any bargaining unit employee.

Section 4. Government travel credit cards will be used for official government travel only.

ARTICLE 29

INCENTIVE AWARDS

Section 1. Suggestion Program (Idea Search)

a. All employees in the unit will be encouraged to participate in the Suggestion Program.

b. The employer will notify in writing the suggestor of the adoption or non-adoption of the suggestion with an explanation for the rejection. The employee will be afforded the opportunity to review the file upon request and may be accompanied by a union representative.

c. If a rejected suggestion is implemented by management, the employee who originally submitted the suggestion will be given credit if it is implemented within 2 years of the date of the suggestion.

Section 2. Incentive Awards Program

a. Supervisors will use the Incentive Awards Program to recommend deserving employees for appropriate awards.

b. The Commander, or his designated representative, will present awards at a timely, suitable ceremony held at the recipient's work-site or at another location, dependent upon the nature of the award.

c. Denial of incentive awards will not be based on percentages.

Section 3. Types of Incentive Awards available are:

a. Monetary
   (1) Performance Award
   (2) Special Act or Service Award
   (3) Quality Step Increase
   (4) Time Off Award
   (5) On the Spot

b. Honorary
   (1) Certificate of Appreciation
   (2) Meritorious Medals
   (3) Length of Service

ARTICLE 30

ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. When the employer determines that a local work situation is such that it should be included or excluded from coverage or percentages changed under payable categories of Appendix J, FPM Supplement 532-1, Subchapter S-8-7, it will notify the union in writing of its position.

Section 2. Disputes concerning the application of 5 CFR Part 532 Subpart E Appendix A, are subject to the grievance procedure.

ARTICLE 31

FIREFIGHTERS

Section 1. The scheduled work week for firefighters is seventy-two (72) hours per week and typically consists of three (3) twenty-four (24) hour shifts (0630 to 0630), with eight (8} hours of work and (16) hours in a standby status in each shift. Definitions of work and stand-by are as follows:

a. Actual work time is when the employees full attention is devoted to his /her duties whether they involve constant activity or not. Actual work is, but not limited to: roll call, inspection and preventive maintenance on fire-fighting apparatus and related equipment, station and grounds maintenance housekeeping, building inspections' pre-fire planing surveys buildings, alarm room watch duties, preparation of records and reports, runway alert duty, actual firefighting all types of fire prevention, and proficiency training drills, classroom studies, and other related duties.

b. Stand-by time is when employee is required to remain at or within the confines of his/her duty station not performing actual work but holding himself/herself in a state of readiness, to answer calls for essential services. In this status the employee is free to eat, sleep, read, listen to radio, watch television, study work on correspondence courses or engage in similar pursuits. Stand-by requirements will commence at 1600 hours except during emergencies. Stand-by time on Federal holidays, Army training holidays and weekends will commence as soon as all duties have been fulfilled to provide operational readiness. If an employee is to be assigned to essential duties (other than emergencies) during any period of his/her stand-by time, the employer agrees to reschedule other work in effort to keep actual work time to (8) hours total.

Section 2. The mid-day lunch period will normally be 1 1/2 hours charged to standby.

Section 3. Prior to implementation and consistent with the provisions of the labor relations statute, the employer agrees to afford the union an opportunity to bargain over management initiated changes affecting grooming standards for firefighters.

Section 4. The policy on uniform allowances will be in compliance with governing regulation.

Section 5. All business discussions with bargaining unit members shall be held during business time.

Section 6. Firefighters will be required to return to duty upon termination of services as jurors.

Section 7. A shelter will be provided for firefighters on standby duty at airstrips.

Section 8. Regulations and technical manuals pertaining to firefighting and firefighters will be made available at each fire station.

Section 9. Firefighters are encouraged to obtain state certification. Management will assist in certification of firefighters.

Section 10. The employer agrees to furnish and maintain adequate living quarters for firefighters as stated in the AR 420-90 while on duty, including reasonable health and comfort items. The employer will maintain such items in a serviceable condition. The repair of health and comfort items will be given priority equivalent to similar facilities on Fort Hood.

Section 11. Training

a. The parties recognize that training for firefighters is desirable. The employer will strive to provide on-site training and provide the opportunity to attend local, state, and DOD schools. If the employer provides training which causes promotion, that training must be offered to all affected bargaining employees.

b. The employer agrees to consider weather conditions and time of day when scheduling proficiency training, such as, but not limited to hot-drills, wet/dry hoselays, structural drills, etc. However, all drills shall keep the safety of personnel the main priority.

c. Training shall not be used as a punishment.

Section 12. The employer shall provide at least one pair of safety boot shoes within a 12 month period, or as needed. A one-time issue of coveralls will also be provided.

Section 13. Trading Time The employer agrees to allow employees to trade time for the purpose of improving morale and permitting employees to attend to purely personal pursuits. The Employer and the Union agree that employees trading time must conform to the following:

a. Trade time will not exceed 24-hours during a pay period for any one employee.

b. The employees trading time must have the particular skill and abilities necessary to perform one another duty to the Employers satisfaction.

c. Employees trading time will do so at their own initiative.

d. Requests to trade time must be submitted, in writing, at least one shift in advance of the first date on which the exchange is desired. The Employer, at their discretion, may consider untimely requests on a case by case basis. The Employer will provide written reasons for any disapproval of the requested exchange.

e. Both times involved in the trade must occur within the same pay period.

f. Employees must fulfill the terms of the trade except in cases of severe illness, verified by medical documentation or a bonafide verified emergency.

GENERAL

The employer agrees to comply with laws, rules, and regulations which pertain to bargaining unit members and apply them on a fair and equitable basis.

ARTICLE 33

COMMERCIAL ACTIVITIES/PRIVATIZATION PROGRAM

Section 1. Management agrees to consult openly and fully with the union regarding any review of a function for study within the bargaining unit in accordance with the current agency process governing CA. The union will serve on any CA committees not prohibited by law. The agency will negotiate appropriate arrangements for affected employees in accordance with 5 USC 7106 (b)(2) and (3). The employer agrees to provide the union with all releasable information pertaining to the CA study at all stages of the CA process.

Section 2. Briefings will be held between the employer and the union regarding CA and privatization consistent with current directives and guidance.

Section 3. Any employees adversely affected by conversion to contract will have the right of first refusal for jobs for which they are qualified and which the contractor is filling. It includes employees bumped or displaced by RIF action.

Section 4. Whenever bargaining unit employees may be affected by changes in work processes, or the way services are performed as a supplemental contracted service, these topics are appropriate for discussion at partnership councils or other appropriate forums.

ARTICLE 34

PARKING

Section 1. Adequate parking facilities will be provided without cost for all bargaining unit employees within close proximity of their work area.

Section 2. Present parking facilities for Local 1920 union officials will be continued for the life of the agreement.

Section 3. The employer agrees not to designate more than 20 percent of all the installation parking spaces as reserved parking spaces. All other spaces will be on a first-come first-served basis.

Section 4. Parking facilities and policies for handicapped employees will be continued.

Section 5. An employee who has been issued a citation for a traffic violation on Fort Hood while on official duties (excluding travel to/from work), and who is found by

authority to be not guilty will be given administrative leave to cover the time spent for appearing in court. This time will include reasonable travel time to court.

ARTICLE 35

IMPASSES IN NEGOTIATIONS

Impasses will be resolved in accordance with the impasses provision of the CSRA Title 5 USC 7119.

ARTICLE 36

TRAVEL AND PER DIEM

Section 1. Employees on temporary duty away from their designated post of duty shall be required to utilize government quarters when adequate quarters are available under the provisions of applicable Department of Defense Joint Travel Regulations.

Section 2. The parties agree that the employer will provide to the TDY employee all information available to the employer necessary to arrange for government quarters at the TDY location. The employee may make his own housing arrangements in accordance with applicable regulations at no cost to the employee. The parties further agree that it is the employer's responsibility, at the request of the employee, to assist the employee in obtaining adequate government quarters. If adequate quarters are not available, the employee will have the option of accepting sub-standard quarters if available or declining sub-standard quarters and receiving a statement of nonavailability from the host installation.

Section 3. Should the employee upon arrival find that the facilities and quarters are not adequate under applicable regulations, or the provisions of this negotiated agreement, they should immediately notify the host Billeting Office and request a statement of nonavailability and request they be authorized full travel and per diem expenses. If disputes arise regarding adequacy of quarters, the TDY employee is encouraged to notify his immediate supervisor who will attempt to resolve the issue, and will notify the employee of the employer's decision.

Section 4. Grievances or disputes regarding these provisions shall be processed under the grievance and arbitration procedures of this collective bargaining agreement.

ARTICLE 37

SCHEDULED WITHIN-GRADE INCREASES

Section 1. Eligibility for scheduled within-grade increases will be processed consistent with appropriate directives and guidance as follows:

a. General Schedule (GS). In order to receive a within-grade increase an employee must:

(1) have completed the required waiting period.

(2) have received no equivalent increase.

(3) have an adjective rating of success or better and current performance is at least meeting the standards.

b. Federal Wage System. Wage Grade employees will advance automatically to the next step if the employee:

(1) Is under a regular wage schedule.

(2) Is rated success or better.

(3) Has completed the prescribed period of service.

Section 2. Denials of within-grade increases will be processed consistent with appropriate directives and guidance as follows:

a. General Schedule (GS).

(1) When the supervisor's evaluation leads to a conclusion that the employee's work is not of an acceptable level of competence, the supervisor will provide the employee in writing, not later than 30 calendar days before the eligibility date for the within grade increase, the reasons for the determination. These reasons will include a description of those duties, which the employee has failed to perform in a fully successful manner and what the employee must do to achieve an acceptable level of competence.

(2) An employee may request reconsideration of a negative determination within 15 calendar days of receipt of the negative determination. The request will be in writing and will contain a statement setting forth the reasons the negative determination should be reconsidered.

(3) The written request for reconsideration will be submitted to the approving official in the employee's rating chain.

(4) An employee along with a union representative may contest the negative determination personally and in writing.

(5) The approving official will provide a written decision to the employee within 15 calendar days of the employee's presentation.

(6) If the negative determination is overturned, the effective date of the within-grade increase will be the original due date.

(7) If the negative determination is sustained after reconsideration, the decision will inform the employee of the right to file a negotiated grievance within 15 days of receipt of the decision.

b. Wage Grade (WG).

(1) Wage grade employees whose current rating is less than success are ineligible for within-grade increases.

(2) If an employee who is ineligible for a within-grade increase because of a marginal rating later receives a success or better rating upon reevaluation, eligibility for the within grade increase is established.

ARTICLE 38

NEPOTISM

Section 1. Except as provided by law, the employer agrees that, in order to prevent favoritism and collusion, members of the same family will not be appointed, employed, promoted, or advanced in or to a position where a direct supervisory relationship exists, where favored treatment can ensue, where the job relationship increases the potentiality of collusion, or where such personnel action has been advocated by a member of the same family who has the authority to take or recommend such action.

Section 2. Member of the same family will be considered to be father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, or half-sister.

ARTICLE 39

ASSIGNMENT OF WORK/DETAILS

Section 1. The employer agrees that employees will be assigned to work, which is appropriate to their position descriptions taking into account the mission of the agency.

Section 2. The employer will furnish each employee a copy of the employee's position description and any changes when made.

Section 3. As prescribed by OPM and appropriate regulations, a detail is defined as a temporary assignment of an employee to a different position or a set of duties for a specified period, with the employee returned to his regular duties at the end of the detail. Details are intended only for meeting temporary need of the agency's work program when necessary services cannot be obtained by other desirable or practical means. Details may be made under circumstances such as the following:

a. To meet emergencies occasioned by abnormal workload, special projects or studies, change in mission or organization, or unanticipated absences.

b. Pending official assignment, pending description and classification of new position, pending security clearance, and for training purposes.

Section 4. All noncompetitive details to higher graded positions will be limited to 120 calendar days within a twelve-month period. A detail to a higher graded position for more than 120 calendar days must be made under competitive procedures. Details to an equal or lower grade will only be accomplished as provided by appropriate regulations and this article.

Section 5. It is agreed that no detail will be made to evade the principle of recruitment through open competitive examinations. The employer assumes the responsibility for keeping details within the shortest practicable time limits and for a continuing effort to secure necessary services through use of appropriate personnel actions. Details will not be used as a basis for reward or punishment.

Section 6. All details of more than 30 days will be documented by the employee's immediate supervisor not later than the end of the detail and submitted to the Civilian Personnel Advisory Center. The document reflecting the detail will be included in the employee's OPF. All details less than 30 days will be documented by the employee's immediate supervisor not later than the end of the detail and a copy provided to the employee.

Section 7. Selection for details shall be made on a fair and equitable basis. Details shall not be made as a reward or punishment.

Section 8. The parties agree that when an employee is detailed to any position in which the employee has had no previous experience the employee shall be given a reasonable break-in period with an experienced employee or necessary training. The parties further agree that a detail should be reasonably related to an employee's official position and qualifications.

Section 9. Work will normally be assigned by the employee's first line supervisor.

ARTICLE 40

REASONABLE ACCOMMODATIONS

The employer is required to reasonably accommodate the needs of qualified employees with a known handicapping condition as required by applicable laws. This means that the agency may be required to change or adjust the position or the workplace to enable the individual to perform the essential functions of the position. It is the responsibility of the employee to identify the accommodation, however, the agency has the right to choose the specific accommodation it wishes to provide, as long as the accommodation enables the individual to perform the essential functions of the position.

ARTICLE 41

MOTOR VEHICLE OPERATORS

Section 1. Motor vehicle operators will not knowingly be directed or required to take any actions in the performance of their duties, which violate any law, rule, regulation, or directive as set forth by the Department of Defense (DOD) and other applicable directives.

Section 2. Motor vehicle operators will be trained and familiarized with cargo security requirements.

Section 3. It is agreed that the employer will not hold the employee liable concerning destruction of government property except for just cause. Disputes under this section are subject to the grievance procedure.

ARTICLE 42

UNION SPONSORED TRAINING

Section 1. The union will be granted a total of 240 hours for each calendar year for purposes of union sponsored training.

Section 2. A request for excused absence from duty will be submitted in writing by the union to the Director of the Civilian Personnel Advisory Center (CPAC) for each training session. The request must be submitted 7 days in advance to allow adequate time for a considered decision. Exceptions to this time limit will be considered on a case-by-case basis. The request will contain:

a. Copy of the agenda of the training session.

b. Number of hours requested.

c. Date of the session.

Section 3. After the CPAC has determined whether the training course meets the criteria for excused absence, the request will be submitted in writing to the employee's immediate supervisor. Such requests will be granted unless the employee's absence will jeopardize an important production deadline or interfere in some other significant way with the accomplishment of the activity's work. If any or all of the official time requested is disapproved and if the supervisor has indicated the employee can be spared from his duties, the employee may request annual leave or leave without pay (LWOP).

ARTICLE 43

DURATION OF AGREEMENT

Section 1. This agreement will remain in full force and effect for 36 months from the date of approval by the Department of Defense. As a minimum, either party to this agreement may reopen the contract on an annual basis subject to the following conditions. Items appropriate for annual negotiations are those items not covered by the current contract, regulatory changes published after the effective date of this agreement which conflict with provisions of this agreement, items not appropriate for impact and implementation bargaining, or other items mutually agreed upon. Annual is defined as 12 months after contract approval and on the anniversary date thereafter. Upon mutual agreement, either party may reopen the contract at any time they determine necessary. Requests will be submitted in writing to the other party within 15 calendar days of the anniversary date and will be accompanied by a list of items to be negotiated.

Section 2. Either party may give written notice to the other, not more than 105 nor less than 60 days prior to the contract expiration date, and each subsequent expiration date, for the purpose of renegotiating this agreement. The present agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved.

Section 3. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for 1-year periods, subject to the provisions of this article.

APPENDIX A

NEGOTIATED GRIEVANCE FORM

THRU: CPAC-LR

TO: _____
(Deciding Official)

_____ _____
(Employee's Name) (Organization and Location)

Date and Description of Grievance: _____
(Attach additional sheets if needed)

_____

_____

Relief Sought: _____
(Attach Additional Sheets if needed)

_____

_____

_____

_____
(Employee Signature and date)

My decision and rationale is as follows: _____
(Attach additional sheets if needed)

_____

_____

_____

_____

_____
(Deciding Official Signature and date)

APPENDIX B

PARTNERSHIP AGREEMENT

between

HEADQUARTERS, III CORPS AND FORT HOOD

and

AFGE, LOCAL 1920

We jointly resolve that a relationship between labor and management as partners is essential to ensure Headquarters, III Corps and Fort Hood and AFGE, Local 1920 meet their mission and deliver the highest quality service to their customers.

We further recognize that our labor-management partnerships will work to use the following guidelines:

- Partnership requires mutual respect and understanding.
- Partnership is a two way street of cooperation.
- Partnership requires sharing of information prior to a decision.
- Partnership decisions are based on consensus.
- Partnership requires joint training.
- Partnership is an evolutionary process.

Using these guidelines, the labor-management partnership will strive to:

Produce high quality, effective, and efficient service and products as an integral part of mission accomplishment.

- Ensure what we do is affordable, has longevity, and is applicable to everyone.
- Provide continuous skill learning for employees.

- Recognize our employees as valuable people who deserve worker oriented workplaces.

- Provide joint alternative dispute resolution training for employees involved in the process.

- Ensure open communications, mutual respect and trust among all.

- Remove barriers to enhanced productivity, flexible work processes, improved working conditions, and continuous quality improvement.

- Remove obstacles preventing good ideas from being heard.

- Bargain in good faith, using interest based procedures, over any workplace issues with the objective of reaching an agreement which integrates the interests of the stakeholders; i.e. employees/union management, customer, and installation.