

NEGOTIATED AGREEMENT

BETWEEN

**HEADQUARTERS, CARLISLE BARRACKS
DUNHAM US ARMY HEALTH CLINIC
US ARMY COMMISSARY, CARLISLE BARRACKS**

AND

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 3187**

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PREAMBLE

This agreement which was arrived at, in mutual cooperation, through the use of "WinWin" negotiation principles is entered in between Headquarters Carlisle Barracks, Dunham US Army Health Clinic, and Defense Commissary Agency, Carlisle Barracks, Pennsylvania, hereinafter referred to (jointly and separately) as the Employer, and Local 3187 American Federation of Government Employees, hereinafter referred to as the Union, and is pursuant to the provisions of Title VII, Civil Service Reform Act of 1978, and as implemented by appropriate authorities.

Whenever language in this agreement refers to specific duties or responsibilities of specific personnel (e. g. Civilian Personnel Officer, Safety Director, etc.), it is intended to merely exemplify how a situation may be handled. It is agreed that the employer retains the sole discretion to assign work and to determine who will perform the function discussed.

ARTICLE 1 - Definition of Terms

The Union and the Employer agree that the terms used throughout the agreement have the meaning as indicated below:

- a. **Activity Commanders.** The Commander, Department of the Army, Headquarters Carlisle Barracks is the Activity Commander for employees of the Headquarters Carlisle Barracks (US Army Garrison); the Commander, MEDDAC, Ft . Meade, MD is the Activity Commander for employees of the Dunham US Army Health Clinic; and the Commissary Officer, Defense Commissary Agency, Carlisle Barracks is the Activity Commander for employees of the Commissary, Carlisle Barracks.
- b. **Agreement.** The written document (contract) formalizing agreements reached during collective bargaining negotiations between the Employer and the Union.
- c. **Arbitration.** A way of settling labor-management differences by calling in an impartial third party called an arbitrator whose decision is binding on both parties except as provided in Title VII, Civil Service Reform Act of 1978.
- d. **Bargaining Representative.** AFGE Local 3187, which is the exclusive representative for all workers both union and non-union in the bargaining unit.
- e. **Chief Steward.** An employee of the unit certified to the Employer by the Union, who is responsible for coordinating the activities of other stewards and representing the employees.
- f. **Commanders' Representative.** The Civilian Personnel Officer is the Commanders' Representative on all matters relating to this Agreement.
- g. **Consultation.** A process by which either side exchanges information.
- h. **Detail.** The temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to their regular duties at the end of the detail.
- i. **Employer.** The Commanders, Headquarters Carlisle Barracks, Dunham US Army Health Clinic, and Defense Commissary Agency, Carlisle Barracks may be referred to jointly or separately as the Employer.
- j. **Fair Bargaining.** Negotiation between the Union and the Employer conducted under applicable federal law, regulation, and executive orders, and in accordance with the same, in good faith and with mutual respect and a spirit of compromise, having an ultimate goal of sustaining the well - being of employees and the efficient administration of the federal government in the public interest, and without protracting unduly the process of negotiation.
- k. **Shift.**
 - 1. **Fixed Shift.** A regularly scheduled tour which requires continuous service (without rotation) on a specified shift.

2. Rotating Shift. A regularly scheduled "irregular tour of duty which periodically requires service on different shifts.
- l. Imminent danger. Conditions or practices in any workplace that pose a danger that reasonably could be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - m. Imminent risk. Any condition that poses the likelihood of leading to an impending or imminent danger.
 - n. Impasse. A deadlock in negotiations which occurred after a bona-fide but unsuccessful attempt by the Union and the Employer to reach an agreement.
 - o. Installation Commander. The Commander, Department of the Army, Headquarters Carlisle Barracks.
 - p. Management. Management officials, supervisors at all levels, and other representatives of management of the installation having authority to act for the installation on matters relating to the labor-management relations programs.
 - q. Negotiation. The formal process by which representatives of the Union and the Employer bargain as to conditions of work which will be expressed in the labor-management agreement or contract.
 - r. Official Duty Time. Time included in an employee's scheduled tour of duty including scheduled rest periods and administrative periods as coordinated with supervisors but excluding scheduled meal periods.
 - s. Steward. An employee of the unit officially certified to the Employer by the Union who is the employees' primary representative within the activity to which each steward is assigned.
 - t. Union. AFOE Local 3187, the lawful labor organization in which employees voluntarily participate and which exists for the purpose, in whole or in part, of dealing with the Employer under terms of Title VII and implementing regulations of the Department of the Army and higher authority concerning grievances, personnel policies and working conditions in the unit for which AFGE Local 3187 has been certified as having exclusive recognition.
 - u. Union Officer. Any elected official of AFGE Local 3187, as defined in its constitution and by-laws (e.g., president, executive vice president, secretary, treasurer, chief steward, and sergeant-at-arms).
 - v. Personnel Policy. Local publications pertaining to civilian personnel regulations implementing the installation-wide personnel program.

- w. Grievance. An expression of dissatisfaction with some aspect of working conditions, relationships, employment status.
- x. Disputed Issues. A disagreement between the Union and the Employer regarding interpretation and application of the agreement which does not involve or parallel an individual employee grievance.

ARTICLE 2 - Recognition and Unit Designation

Section 1. The Employer recognizes the Union as the exclusive representative of

****Refer to FLRA Form 192 (Case No BN-RP-0041) dated September 7, 2000, located at the end of this agreement****

Section 2. The Bargaining Unit is composed of employees of three separate major commands. As a result of this unusual structure, actions and activity level decisions will be rendered by the Activity Commander of the employees concerned.

Section 3. The Union, as the exclusive representative of the employees in the unit, shall be responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 4. The bargaining unit may be modified as approved by FLRA, and employer will recognize union as the exclusive representative of the employee included in this modified bargaining unit.

ARTICLE 3 - Provisions of Law and Regulations

In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

ARTICLE 4 - Rights of Employer

Section 1. The Employer retains the right:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with applicable laws:
 1. 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;
 2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 3. with respect to filling positions, to make selection for appointments from:
 - (a) among properly ranked and certified candidates for promotion; or
 - (b) any other appropriate source; and
 4. to take whatever action may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this article shall preclude the parties at the election of the Employer from negotiating:

- a. 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.
- b. Procedures which management officials of the Employer will observe in exercising any authority under this section.
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 5 - Rights of Employees

Section 1. The Employer and the Union agree that employees shall be protected in the exercise of the right to freely and without fear of penalty or reprisal, form, join, and assist any labor organization or to refrain from such activity. Except as expressly provided hereinafter, and in Title VII, Civil Service Reform Act of 1978, the right to join a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority but not on official time. The Employer shall take such action, consistent with law or other directives from higher authority, as may be required to assure that the employees are apprised of their rights described in this article, and that no interference, restraint or coercion, or discrimination is practiced within the unit to encourage or discourage membership in a labor organization.

Section 2. It is further agreed that the rights described in Section 1 do not extend to participation in the management of an employee organization, or to acting as a representative of any such organization where such participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of an employee. Persons who make or recommend management policies or have the authority in the interest of the installation to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees; or responsibility to direct them, to adjust their grievances, or to effectively recommend such action when such authority is not merely of a routine or clerical nature but requires the exercise of independent judgment, shall not be permitted to participate in the management of the Union or act as a representative thereof.

Section 3. Each employee covered by this agreement regardless of whether they are a member of the Union shall have the right to bring matters of personal concern to the attention of appropriate Union or Employer officials under applicable laws, rules, regulations or established Department of the Army policies or under the terms of this agreement. However, any employee or group of employees in the Unit may present such grievances to the Employer and have them adjusted without the intervention of the exclusive representative, as long as such adjustment is not inconsistent with the terms of the Agreement and the exclusive representative has been given the opportunity to be present at the grievance meeting.

Section 4. An employee shall not be required to become or to remain a member of the Union, or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

ARTICLE 6 - Rights of Union

Section 1. The Union, as the exclusive representative of employees in the unit, is entitled to act for and to negotiate agreements covering all employees in the unit, and is responsible for representing the interests of all such employees without discrimination and without regard to labor organization membership.

Section 2. The Employer and the Union agree to consistently strive for improved communication between all employees and Supervisors, to promote efficiency, and to improve the morale of all employees.

Section 3. Interpretation of published requirements relating to personnel policies, practices and procedures, and matters of working conditions and the application of same in dealings with the entire bargaining unit or segments thereof, as well as with individual unit employees, are proper matters in which the Union shall present the views of employees to the Employer, as a basis for negotiation.

Section 4. The Union shall be given the opportunity to be represented at:

- a. Any formal discussion, which is a meeting between one or more representatives of the Employer and one or more employees in the bargaining unit, or their representatives, concerning any grievance or any changes in personnel policies or practices or other general conditions of employment. Some examples of formal discussions are: (1) impending Reduction-in-Force or Transfer of Function, (2) changes in an organizations ' work schedules, (3) changes in Merit Promotion Procedures, (4) changes in safety requirements, (5) resolution of grievances processed under the Negotiated Grievance Procedure, and (6) development of group job performance standards for an occupational series and grade, etc.
- b. Any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if the employee has reason to believe that the examination may result in disciplinary action against the employee and if the employee requests representation.

Some examples of such examination are: (1) investigation of AWOL, (2) investigation of fighting on duty, (3) investigation of insubordination, (4) investigation of theft, (5) investigation of drinking on duty, and (6) locally directed and conducted investigations under provision of AR15-6, etc.

- c. Safety Council, training committee, incentive awards committee, EEO committee, and community action council meetings and any other committees or councils having significant impact upon the union. Union representative attendance at meetings during duty time will be treated as Administrative time. All after duty hour activities will be of a voluntary nature. Attendance is not required and is not chargeable to official duty time.

Section 5. The Union is not entitled to be represented at meetings such as (1) Performance counseling sessions, (2) work assignment discussions, (3) developing personal job performance standards, (4) presentation of disciplinary action proposal and decision letters, (5) resolution of grievances filed under other than the Negotiated Grievance Procedures, (6) normal day-to-day work operations and functions.

Section 6. The Union agrees that solicitation of membership or dues, electing officers or stewards, posting and distributing literature, Union meetings and other Internal Union Business shall be conducted only during employees' nonduty hours.

Section 7. The Union agrees that it shall not call or participate in a strike, work stoppage, or slowdown, or picket the Employer in a Labor-Management dispute if such picketing interferes with the Employer's operations, or condone such activity by failing to take action to prevent or stop it.

ARTICLE 7 - Union Representation

Section 1. The Employer agrees to recognize the officers, a chief steward and stewards duly designated by the Union. The number of stewards including the chief steward shall not exceed ten (10) for the employees in the bargaining unit. It is agreed and understood that each steward has authority to act on behalf of the Union within his area of responsibility. It is understood that all supervisors of the Employer, within the scope of their authority, are authorized to speak for the Employer and conduct business with the Union under this agreement. It is mutually agreed that every effort will be made to resolve problems at the lowest level of supervision. Supervisors will recognize the responsibility of the Union officers and/ or stewards in the performance of their duties under the terms of this agreement and Title VII.

Section 2. The Union shall furnish and maintain with the Employer a current list of all officers and stewards of the Union. The list will designate the work location each steward is authorized to represent. However, the Chief Steward may represent an employee when the employee's designated steward is absent. Any deviation to the above will be by mutual agreement of the Union President and the Civilian Personnel Officer.

Section 3. The Employer agrees that National Officers/representatives of the American Federation of Government Employees will be admitted to Carlisle Barracks subject to safety and security regulations of the installation. The Union agrees to make every effort to advise the Civilian Personnel Officer of the visits in advance.

Section 4. Stewards and elected union officials shall obtain permission from their immediate supervisors when they desire to leave their work assignments to properly and expeditiously carry out their duties in connection with this agreement. Stewards and elected union officials shall not use duty hours for internal union business or for matters outside the scope of this agreement. When contacting an employee, the steward and elected union officials will first report to, and obtain permission to see the employee from the employee's supervisor, and such permission will be granted unless the work situation or an emergency demands otherwise. The time spent will be in proportion to the complexity of the issues involved. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. Requests by stewards and elected union officials to meet with employees or by employees to meet with stewards and elected union officials will require a statement to the supervisor that the meeting involves matters appropriate under this article. Stewards and elected union officials thus engaged will report back to their supervisors on the completion of such duties and return to their job and will suffer no loss in pay or other benefits as a result thereof. The time spent by the steward and elected union officials in performing authorized activities shall be recorded and accounted for by management in accordance with its timekeeping system.

Section 5. The Employer agrees to set aside four hours per week to be allocated by name and position directly to the union President and Chief Steward for such purposes as researching investigating, coordinating and on labor/ management issues. The Employer agrees to set aside four hours per month to be allocated by name and position directly to the union Secretary-

Treasurer for such purposes as typing correspondence from union to management, contract proposals and counter-proposals, grievances and letters concerning grievances. These periods cannot be passed to another union official, i.e. the steward passing his allocated time to the president, without the express permission of the employer. This allocated time period is not meant to infringe upon the time already authorized to handle grievances and formal actions under this agreement. The union agrees that during periods of heavy workload the set aside time may be changed to facilitate accomplishment of mission requirements. The union representative shall only utilize this block of time if legitimate union business exists. Union representative and supervisor will coordinate on a recurring basis the four hour period, to minimize conflicts between work schedules and union business. Exceptions to this policy may be made on a case by case basis with mutual consent.

Section 6. In the performance of their Union duties, officials of the Union are protected in the exercise of this right without fear of penalty or reprisal on the part of the Employer.

Section 7. Elected officials and designated stewards of the Union will be excused without charge to annual leave for the purpose of attending training sessions sponsored by the Union, provided the subject matter of such training is of mutual concern to the Employer and the Employee in their capacity as a Union official, and the Employer's interest will be served by the Union official's attendance. Administrative Leave utilized for this purpose will normally not exceed eight (8) hours for any individual within a calendar year or a total of 72 hours for all elected or appointed officials and stewards. In addition to the above, a total of 72 hours of excused absence will be granted during the first year of the contract for the training of stewards and officials on the provisions and terms of this agreement. No more than eight (8) hours of this excused absence shall be used by any one employee. Exceptions to this policy may be made on a case by case basis with mutual consent. Requests for such excused absence should normally be received by the Employer (Civilian Personnel Office) at least fifteen (15) working days in advance of the training session and be accompanied by sufficient documentation as will permit an evaluation of the Union sponsored training program with the foregoing criteria.

ARTICLE 8 - Union Membership Recruitment

Section 1. The Employer will, upon written request from the Union, grant it permission to conduct annual membership recruitment campaigns within the unit, subject to applicable regulations. This campaign will be limited to five (5) successive working days. Solicitation of membership dues or internal Union business shall be conducted during non-duty hours of the employees concerned.

Section 2. The New Employee Orientation checklist will include a block to indicate that new employees within the AFGE & IAFF bargaining units be advised of the existence of the unions and provided with the telephone numbers of the unions so that they may seek additional information if they so desire.

ARTICLE 9 - Copies of Agreement

Section 1. The Employer agrees to furnish the Union with 175 copies of this agreement. The Employer further agrees to inform all new, eligible wage leader and wage grade employees assigned to the unit of the existence and the exclusive recognition of the Union.

Section 2. New employees assigned to the unit will be furnished by the Employer with a copy of AFGE Health Benefits Brochure published by the Office of Personnel Management.

ARTICLE 10 - Facilities and Services

Section 1. The employer agrees to provide a conference room within Carlisle Barracks, subject to availability, to the Union for the purpose of conducting meetings, and other union business affairs outside the installation regular working hours. The Union agrees that the use of any conference room after normal working hours is subject to advance approval. The Employer further agrees, in accordance with appropriate regulations, to provide an office area to the Union when suitable space is available.

Section 2. When an employee desires to discuss with the Union important, job-related complaints, the supervisor will make a reasonable attempt to provide an area where the discussion may be held in private. Space provided will be contingent upon availability and will normally be in or near the immediate work area of the employee and the Union representative.

Section 3. The Employer agrees to list the name of the Union President, the Vice President, Secretary, Treasurer and Chief Steward in the Carlisle Barracks telephone directory. Names only will be listed with telephone numbers cited of assigned organizational entity. Changes will be effected only upon annual publication of new directory.

Section 4. The Employer agrees to announce in the unofficial section of the Daily Bulletin, Union announcements which have been submitted and approved by the approving authority.

Section 5. Subject to the provisions of Department of the Army Civilian Personnel Regulations, an eighteen (18) inch wide section, from top to bottom, at one end of all official bulletin boards in assigned work areas may be used by the Union to post official organization notices or bulletins. Literature posted or distributed within the installation must not violate any law, regulation or the security of the installation, or contain scurrilous or libelous material. Such notices will be signed by a Union official.

Section 6. A list of Carlisle Barracks wage grade non-supervisory employees showing names and organizations of employees assigned to the unit will be furnished to the Union. A quarterly supplement to update the list will be furnished to the Union upon request. Any listing provided will be held in confidence and used for official Union business only.

Section 7. The Union shall have access to review and use public information reference materials normally maintained by Management such as existing or future laws, the Federal Personnel Manual, regulations, and decisions of the Federal Labor Relations Authority. The Union may make a copy of a specific page or pages of these reference materials if the reference material is needed to fulfill its representational obligation.

Section 8. Management agrees that the union may continue to use copying machines and other services for official labor/management duties and communication with management where such use is currently authorized. Such support will not be extended to internal union business.

ARTICLE 11 - Voluntary Allotment of Union Dues

Section 1. The Employer shall deduct dues from pay of all eligible employees who voluntarily authorize such deduction and who are employed within the Unit, in accordance with the provisions set forth herein.

Section 2. Union dues shall be deducted by the Employer from the employee's pay each payroll when the following conditions have been met:

- a. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- b. The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the Union.
- c. Such completed form has been turned over to the Employer by the Treasurer of AFGE Local 3187 or in their absence by the President of AFGE Local 3187.

Section 3. The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General; distributing it to its members; certifying as to the amount of its dues; delivering completed forms to the Pay Branch, Finance and Accounting Division, and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required forms.

Section 4. Allotments may be submitted to the Pay Branch at any time. Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Employer, providing that Standard Form 1187 is received by noon of the Tuesday preceding the beginning of the biweekly pay period.

Section 5. The amount of the Union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified by the authorized official or in their absence by the President of AFGE Local 3187, and such certification is transmitted to the Employer by the Union . Such change shall begin with the first pay period after receipt of the notice of change by the Pay Branch, or at a later date if requested by the Union. Such changes shall not be made more frequently than once each twelve months.

Section 6. An employee's voluntary allotment for payment of their Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of Exclusive Recognition by the Union.
- b. Separation of an employee from the Unit.

- c. Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing of the Union.
- d. Suspension or termination of this Agreement by an appropriate authority outside the Department of Defense.

Section 7. An allotment for the deduction of an employee's Union dues may also be terminated by the employee through submission to the Employer of a Standard Form 1188 properly executed in duplicate by the employee. The original and duplicate shall be furnished the Pay Branch. The duplicate shall be forwarded promptly by that office to the Union upon receipt from the employee. Employees may revoke dues allotments at the end of the first full year and during the first full pay period in March of each year thereafter provided the revocation is received by the Pay Branch, by such date. The Pay Branch will maintain a supply of standard Form 1188 and will make this form available to employees upon request.

Section 8. The Employer shall transmit to the Union Secretary-Treasurer promptly, after each regularly scheduled payday, all of the following:

- a. Lists in duplicate of employees on voluntary dues allotments. Each such lists shall list the name and activity of each employee of AFGE Local 3187 and the amount of the allotment deduction made for each employee member. Each such list shall include the monetary amount of all such allotment deductions made for the employee members together with the total number of such allotment deductions. Each such list shall contain a summary listing the names of each Union member whose dues were not deducted for that period and the reasons therefore together with the names of those members whose allotment was terminated and the reasons therefore.
- b. A check drawn on the Treasury of the United States and made payable to AFGE Local 3187 in an amount equal to the grand total of all such monetary allotment deductions made.

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

ARTICLE 12 - Equal Employment Opportunity

Section 1. Employment practices at this installation shall insure full adherence to the letter and spirit of Executive Order 11478, the Equal Employment Opportunity Act of 1972, and implementing departmental policies and regulations guaranteeing equal employment opportunity to all persons without regard to race, color, religion, sex, age, national origin or handicap conditions.

Section 2. The Employer and the Union agree that the Installation Commander's Equal employment Opportunity Committee is established to advise the activity commanders and top management of such matters as maintaining effective communication with the community and the work force . One member selected by the Union will represent the Unit. Other membership may come from minority group organizations, community leaders, employees, and management officials of the installation.

Section 3. Counseling of employees who believe they have been discriminated against will be provided by Employer Equal Employment Opportunity Counselors. The Union will be given the opportunity to submit nominations to fill vacant counselor positions located in the organizations covered by this Agreement. Other nominations may be submitted from appropriate groups such as the Installation Equal Employment Opportunity Committee.

Section 4. The employer agrees to furnish a copy of the printed Affirmative Action Plan to the union.

Section 5. Employees in the bargaining unit whose complaints have been accepted by the EEO Office will be informed by the employer that they are entitled under law to be represented by an individual of their choice, including AFGE Local 3187, or seek legal representation at their own expense during pre-complaint counseling or at any stage of the complaint proceedings and have their representative present during these proceedings.

Section 6. The employee has the option of proceeding through EEO or negotiated grievance procedure. Should the employee elect to pursue the EEO procedure, they should seek assistance from the EEO counselor regarding the time frames of filing a complaint.

ARTICLE 13 - Alcoholism and Drug Abuse

Alcoholism and drug abuse are recognized by the Employer, the Union and medical and public health authorities as diseases. Excessive or abusive use of alcohol or drugs by employees impairs their ability to function, contributes to increased absenteeism, tardiness and violations of work and personal conduct standards. This in turn disrupts work schedules with consequent dissatisfaction among the majority of employees who are conscientiously trying to do their work. This combination of factors is recognized as having a potentially damaging effect on unit efficiency and may jeopardize the job security of the affected employee(s). Accordingly, the Employer and the Union agree to promote programs designed to keep Carlisle Barracks employees informed on the inherent dangers of alcohol and drug abuse and to promote the early identification and treatment of affected employees.

ARTICLE 14 - Occupational Safety and Health

Section 1. The Employer and the Union agree that the health and safety of the Employees of this installation is a primary concern. The Employer and Union understand their responsibility to comply with all applicable provisions of Occupational Safety and Health Act, as covered by AR 385-10, Executive Order 1296 and the Basic Program Elements for Federal Employee Occupational Safety and Health Programs (29 CFR 1960), as well as any other applicable provision of Federal Occupational Safety and Health laws and CBKS regulations.

Section 2. The Employer wishes to provide a safe and risk free work environment for all employees. To this end the Employer has established an Installation Safety Council, and agrees that one (1) member of the Union, to be chosen by the Union, will be appointed as the Union Safety Representative and will serve as a member of the Installation Safety Council. The Union Safety Representative will be entitled to present Union views and recommendations on perceived safety problems and will be provided a copy of the minutes of all Safety Council meetings.

Section 3. The Union Safety Representative should report all unsafe working conditions and/or facilities to the Installation Safety Director. A necessary investigation and/or inspection to identify the unsafe condition will be performed and a report will be rendered to the proper authority for corrective action. Such reports will be made a matter of record at the next regular meeting of the Installation Safety Council and the Union Safety Representative will be informed of the results of any investigation of an unsafe condition and the corrective action taken.

Section 4. In Activities within the bargaining unit having Area Safety Councils, the Union may designate a Union representative to serve on those councils.

Section 5. Protective clothing and equipment will be provided by the employer as deemed necessary by the Installation Safety Director after proper authorization is received. The Union agrees to encourage its members to use this protective equipment as required.

Section 6. The Employer will provide for prompt ambulance service as required in accordance with regulation and first aid to employees injured on duty to report immediately to the Occupation Health Nurse for treatment.

Section 7. In the event of an on-the-Job injury the employee reports to the immediate supervisor. The injured employee will be provided assistance in processing all necessary forms and assisted in making prompt delivery to the appropriate official.

Section 8. The Employer will provide designated eating areas. These areas will be protected from dust, noise, and foreign objects. Problems concerning these areas may be discussed at the periodical Union Management meetings. Attempts to resolve differences will be accomplished at this time.

Section 9. The Employer will notify the employee within ten (10) calendar days of the option in benefits under the Federal Employee's Compensation Act in the event of a time loss accident or health condition created or aggravated due to on-the-job environmental conditions.

Section 10. Employees and/or Union representatives will report any work condition deemed to be unsafe or unhealthy to the Employer.

Section 11. The Employer shall upon notice of an unsafe or unhealthy work condition:

- a. Abate unsafe or unhealthy working condition.
- b. When abatement is not within the Employer's abilities, seek assistance from other Federal agencies, to abate the unsafe or unhealthy working condition.
- c. The Employer will notify the Union Safety Representative of all actions taken to abate the condition and inform the representative of the results of such action. Employees exposed to the conditions will be informed of the action taken to abate the conditions, or action that will be taken to prevent their exposure to the conditions.

Section 12.

- a. Upon notice of an unsafe or unhealthy work condition, the Employer determines whether the condition poses an imminent danger or risk to the Employees.
- b. Upon a determination that an imminent danger or risk exists the Employer undertakes abatement and the withdrawal of exposed employees who are not necessary for abatement. Employees not needed for abatement will follow the instructions given them.
- c. If an employee reasonably believes that he/she is being exposed to a health or safety hazard presenting an imminent risk or death or serious bodily harm and he/she reasonably believes that there is insufficient time to seek effective redress through the normal hazard reporting procedure for imminent danger situations, then the employee may cease work and leave the area without charge to leave; provided that he/she immediately reports the situation to the nearest supervisor and follows the instructions given.
- d. When the Employer determines that a serious hazard exists at a workplace, actions will be taken to prevent employee exposure to the hazard. Precautionary signs or notices will be posted and the appropriate Union Safety Representative will be informed.

Section 13. When an employee is required to work in confined spaces which present a known hazard likely to cause imminent serious physical harm, the employer shall take such steps as deemed necessary to ensure the activities are monitored to protect the employee from the potential danger.

Section 14. The Employer provides adequate time to maintain equipment so as to ensure the safety of personnel and preserve the service life of equipment. The Employer ensures that employees have the proper qualifications, to operate and perform day-to-day maintenance of the equipment they utilize as part of their normal assigned duties. The employee is responsible for ensuring the equipment is properly maintained and to inform the Employer of unsafe equipment which may require repair, maintenance, cleaning and/or replacement when the employee becomes aware of such condition.

ARTICLE 15 - Review of Job Descriptions and Requirements

Section 1. Each employee in the unit is entitled to be furnished a current copy of their job description and shall be afforded an opportunity to consult with their immediate supervisor for the purpose of reviewing the job description. When an employee alleges inequities in their position classification, they shall be furnished information on their appeal rights and procedures set forth in existing regulations.

Section 2. The employee may request that they be represented or assisted by their shop steward in discussing the matter with their supervisor or representatives of the Civilian Personnel Office in reviewing and reading classification standards that pertain to the position, and in pursuing an appeal under the provisions of applicable regulations. Employees retain the right to appeal position classification without fear of restraint, prejudice or reprisal. Classification standards will be available for use by Union officials at the Civilian Personnel Office.

Section 3. The Employer will inform the Union when new or revised position and pay management standards are received, when they pertain to unit members. These standards may be reviewed in the Civilian Personnel Office by Union officials, stewards and employees.

Section 4. When the phrase "other duties as assigned" is cited in a position description it should be job related. Where possible, employees will be assigned duties which are appropriate to their position and qualifications.

ARTICLE 16 - Merit Promotion and Internal Placement

Section 1. It is mutually understood and accepted that the activity promotion plan will be developed in accordance with such regulations, procedures and guides as are prescribed or may subsequently be prescribed by higher authority, including the Office of Personnel Management and the Department of the Army.

Section 2. The merit promotion plan will be reviewed by the Employer in accordance with applicable regulations. The Union may submit comments on any changes proposed by the Employer. Prior to final revisions of the plan, the Employer will give full consideration to the comments of the Union.

Section 3. All promotions within the unit are subject to the following provisions:

- a. Rating panels will be used when appropriate for evaluating and ranking candidates for promotion, based on an analysis of the requirement of the position(s) involved.
- b. The evaluating and ranking criteria will be uniformly applied to the qualifications of bargaining unit candidates to the extent permitted by applicable laws and regulations.
- c. All competitive type promotional opportunities within the bargaining unit shall be advertised through posting on all official bulletin boards and announced in the Carlisle Barracks Bulletin. Announcements will remain open for a minimum period of seven (7) calendar days. All employees shall have the right to submit application for promotion.
- d. The selecting official is entitled to interview and/or select any candidate referred to them on an appropriate referral and selection register
- e. An employee is entitled to see, upon their request, any rating/ranking record or any supervisory appraisal of their past performance which was used or which may be used in considering them for promotion.
- f. All candidates will be promptly notified of selection or non-selection decisions.
- g. The merit promotion plan will specify means by which employees absent from the activity may file for vacancies which may be announced during their absence.

Section 4. Applications will be accepted from candidates in the minimum area of consideration. The minimum area will be established in accordance with the criteria identified in the Installation's Merit Promotion Plan. The minimum area of consideration may be extended in accordance with the provisions of the Installation's Merit Promotion Plan and the EEO Plan of Action.

Section 5. The Union shall receive three (3) copies of all promotional announcements at the time of their posting.

Section 6. The Employer shall maintain the records of each promotion action for a one year period.

Section 7. An employee demoted without personal cause is entitled to special consideration for repromotion. Although they are not guaranteed repromotion, when a vacancy occurs in a position at their former grade (or any intervening grade) for which they are well qualified, consideration of such an employee for repromotion will precede the use of competitive promotion procedures. If the employee appears on the best qualified list and is not selected for repromotion, the selecting official will state their reasons for non- selection in writing to the Civilian Personnel Officer. The employee is entitled to be informed of this action.

Section 8. The release of an employee who is selected for promotion normally will not be later than the beginning of the second pay period following selection.

Section 9. The employer agrees that the Union representative will be permitted to review, within the Civilian Personnel Office, the rating and ranking actions taken to make a promotion within the unit which are filled by vacancy announcements. To facilitate this review the Employer will make the following data available:

- a. Experience profile summary of applicants on the best qualified list.
- b. The list of best qualified candidates.
- c. The name of the individual selected and the reason why they were selected.

ARTICLE 17 - Reduction-in- Force

Section 1. Reduction- in-force practices will be carried out in accordance with existing laws, rules, and regulations of higher authority. The Employer agrees to inform the Union of impending reduction-in-force within the bargaining unit and reasons therefor as far in advance as practicable. The Union agrees to render assistance in communicating to employees the reasons for the reduction-in-force.

Section 2. The Employer further agrees to the maximum extent feasible to utilize vacant positions within the unit for placement of employees otherwise to be separated by reduction-in-force provided there is a current need to fill such vacancies as determined by the Employer, and provided that such action is consistent with the rules and regulations of the Office of Personnel Management and the Department of Defense.

Section 3. When an employee in the unit receives a notice of reduction-in-force, they may review, upon request, the following records:

- a. The retention register on which they are personally listed.
- b. The register listing the employee by whom they are displaced.
- c. The register containing the names of the employees, as determined by the Civilian Personnel Officer, whom they may be entitled to displaced. An employee in the unit desiring to review such records may, if they so request, be accompanied by a Union officer or the chief steward.

ARTICLE 18 - Commercial Activities

Section 1. The employer agrees that in instances where automation, technological change, or the introduction of contractual services serves to significantly eliminate duties functions or positions of career employees in the Unit, sincere and reasonable efforts will be made by the Employer to reassign employees affected to other continuing positions, or, where feasible, to retrain such employees for continuing positions on the installation, at a salary equal to, or as near as possible to the employee's current salary as permitted by Office of Personnel Management.

Section 2. The Employer agrees to inform the Union when they are considering the possibility of contracting out work normally performed by the workforce, when such contracting out could result in a reduction in force, reassignment or demotion of an employee. In the case of a Commercial Activities (CA) review the Employer will meet with the Union as far in advance as possible giving an explanation for the reasons for the proposed action, the data supporting such reasons and inform the Union of the final decision.

Section 3. Employer agrees to keep the Union informed concerning Commercial (CA) Activities Review Actions. Union agrees to work closely with Employer on the preparation of individual Performance Work Statements (PWS). It is agreed that there will be a free flow of information between Employer and Union. The Employer agrees that the Union may appoint one representative to assist in the preparation of the Performance Work Statement. The Employer also agrees that a copy of the complete Performance Work Statement will be provided to the Union President on the date of solicitation. The Union does not agree to waive its right to appeal the final Commercial Activities Review Contract award under any circumstances. Suggestions received from Union shall be considered by Employer and may be included in or be the basis of a modification of the solicitation. In the event a final decision is made to award a contract; the Union shall be notified and provided a copy of the Abstract of Bids. Employer agrees to provide the Union with a copy of the Contract and any modification thereto.

ARTICLE 19 - Employee Training and Development

Section 1. The Employer exercises responsibility under the Government Employee's Training Act, Public Law 85-507, for the establishment of training programs to increase efficiency and effectiveness. The Employer will, as the need arises, identify areas of skill in which scarcities exist.

Section 2. The Employer will, within budgetary limitations, provide installation employees, including those in the unit, with training and development opportunities which will be of benefit both to the Employer and the employee.

Section 3. When training is given primarily to prepare employees for advancement and is required for promotion (that is, an employee is not eligible for promotion unless they have completed the training), selection for the training will be made under competitive promotion procedures.

Section 4. When advance knowledge of the impact of pending major change in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the maximum re-training of employees involved. In the event of a reduction-in-force, the Employer will contact the appropriate State Employment Service concerning all affected employees to determine eligibility for training and then refer the employees to the appropriate office.

Section 5. The Union and the Employer will meet to discuss new or existing training programs for unit members. The Union may make recommendations to the Employer relative to the training of unit members. The Employer will consider all such recommendations.

Section 6. When training is to be given to some, but not all employees in an organizational or occupational group, selection of those to be trained will be made fairly and equitably on the basis of the needs of the Employer and the employees.

ARTICLE 20 - Federal Wage System

Section 1. The Union has the right to participate in local wage surveys in accordance with the provisions of Federal Personnel Manual Supplement 532-1.

Section 2. The Union may present recommendations for consideration by the Local Wage Survey Committee concerning the areas, industries, establishments and the jobs to be covered in the Wage Survey. The Local Wage Survey Committee will set the time and place for the hearing.

Section 3. Data collectors selected by the Local Wage Survey Committee will be carried in an official duty status while performing their duties as data collectors.

ARTICLE 21 - Environmental Differential Pay

Section 1. It is the objective of the Employer and the Union to eliminate or reduce to the lowest level possible all hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the unusual nature of the hazard, physical hardship, or working condition, an environmental differential shall be paid as described in the Appendix to this Agreement. It shall be the continued objective of the Employer and the Union to eliminate such hazards, hardships, or unusual working conditions after an environmental differential is authorized.

Section 2. When an employee believes that they should be entitled to an environmental differential, they shall notify their supervisor who shall attempt to evaluate or eliminate the hazard(s). If the reported hazard(s) cannot be substantially reduced or resolved to the employee's satisfaction, the employee shall report the hazard(s) to the Civilian Personnel Officer, who shall take steps to resolve the issue. Should the Civilian Personnel Officer's decision not satisfy the employee, the Civilian Personnel Officer and the Union will attempt to resolve the problem with appropriate consultation with the Safety Director and a medical officer or other appropriate technical expert if required.

Section 3. The Employer will notify the Union of the title and location of the position(s) where the Employer proposes to terminate Environmental Differential Pay and will provide justification for termination. Within ten calendar days of receipt of the Employer's position, the parties will meet for the purpose of consulting on the issue. The Employer will take into consideration the Union's position before making the final decision.

ARTICLE 22 - Hours of Work

Section 1. The hours of work will be consistent with the overall requirements of the activity and as far as possible in consonance with the desires of the employees. Consideration will be given to establishing a special tour for those employees whose work does not have a direct relationship with the supported activity. Prior to making a change in the normal hours of work or lunch period, the Employer will consult with the Union and will give due consideration to the Union's views. Because of its unique mission of Patient Care, hours of work for employees of the Dunham US Army Health Clinic may vary from normal duty hours of the installation.

Section 2. Employees are entirely free of job-connected duties during the meal period. Employees assigned a straight eight (8) hour shift with twenty (20) minutes or less for a meal period are excluded from these provisions.

Section 3. Plans may be developed and implemented to test or adopt the concept of flexible working hours and flexible tours. Any such plans will be coordinated with the Union and employee. Flexible work times developed are subject to final approval of employer and employee.

Section 4. There will be within the limitations of Department of the Army Regulations, a fifteen (15) minute rest period for all eligible employees during each four (4) hours of continuous work when their working conditions fully meet the prescribed criteria. This fifteen (15) minute rest period also applies when overtime is for two (2) hours or more. Supervisors will consider granting additional rest periods when employees are required to work continuously in extreme heat or cold temperatures.

ARTICLE 23 - Overtime

Section 1. It is mutually recognized by the Union and the Employer that equal distribution of overtime is a desirable goal and it shall be the policy of the Employer to distribute overtime, including call-back overtime, as equitably as practicable, over the calendar year. Quarterly, or as the need arises, the shop or activity supervisor and the Union stewards will mutually review and discuss the overtime situation for the group. Overtime payment in all cases will be made in accordance with applicable laws and regulations.

Section 2. It is understood by the Union and the Employer that when an employee is required to return to their place of employment on “call-back overtime”, it is deemed to be at least two hours in duration for the purpose of premium pay.

ARTICLE 24 - Details

Section 1. Selection of an employee for detail will be fair and equitable in relation to all employees available for the detail.

Section 2. A detail for more than 30 days to a higher grade position or to a position with more promotion potential, and all other details for 120 days or more will be documented on SF 52; and a copy of appropriate documentation provided the employee within a reasonable period of time for all details.

Section 3. Details of more than 120 days will be made only in accordance with AR 690300.

Section 4. Temporary promotions will be effected when it becomes known that the need to perform higher level duties will last at least sixty (60) days or more. In such cases the employee temporarily promoted must be fully qualified for the position at the time they assume the duties of the new position.

Section 5. The Employer agrees that where possible employees will be assigned to work which is reasonably related to their positions and qualifications.

ARTICLE 25 - Annual Leave

Section 1. Employees will request all annual leave in advance from immediate or appropriately designated supervisors and the request will normally be approved subject to workload requirements. In the event of emergencies, employees are expected to report their absence to their immediate supervisor, or if they are unavailable, to the next higher level of supervision as soon as the emergency absence requirement becomes known. The employee is required to report the emergency absence to his/her immediate supervisor, or in their absence to the next higher level supervisor, normally within the first two (2) hours of the beginning of the employee's shift on the first day of absence. If the employee is unable to contact their supervisor or the next higher level supervisor, they will report their absence to a person designated by the supervisor to receive such calls.

Section 2. The Employer agrees to schedule approved annual leave for vacation purposes. For purposes of this provision, vacation leave is understood to mean an extended leave period, normally two (2) weeks. Conflicts in scheduling of vacation leave will be resolved as equitably as possible, taking into account vacation leave for the past calendar year. In the event approved vacation leave must be cancelled, the Employer will give as much advance notice as possible to the employee(s) involved. Denial of use of annual leave will be based upon factors which are reasonable, equitable and which do not discriminate against any employee or group of employees.

ARTICLE 26 - Sick Leave

Section 1. Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations.

Section 2. Employees who, because of illness, are released from duty, shall not be required to furnish a medical certification to substantiate sick leave for the day released from duty by an installation medical officer.

Section 3. The Union recognizes the importance of sick leave and the advantages accruing to employees who use it only when incapacitated and unable to perform their regular duties. The Union shall encourage employees to comply with applicable rules and regulations in reporting sick leave absences and to use sick leave properly, as intended.

ARTICLE 27 - Other Leave and Absences

Section 1. . All leave will be granted in accordance with applicable laws and regulations.

Section 2. The employer agrees that when a death occurs in the immediate family of an employee, the employee may use annual leave, leave without pay (LWOP) and under the appropriate conditions, sick leave, IAW CBKS 690-630.

Section 3. LWOP may be requested at any time regardless of the existence of annual or sick leave. Employer shall consider all circumstances including operational requirement as well as personal needs of the employee in granting leave.

Section 4. Employees returning to duty from LWOP will be granted all rights, privileges, and seniority to which entitled at that time in accordance with applicable law and regulations.

Section 5. On an individual case basis, brief absences from duty of less than one hour may be excused when reasons appear to be adequate to the supervisor.

Section 6. Administrative leave is authorized in accordance with CBKS Regulation 690630.

Section 7. Maternity/Paternity Leave is authorized in accordance with CBKS Regulation 690-630, Section 8.

Section 8. All other leave and absences are discussed in CBKS Regulation 690-630.

ARTICLE 28 - Holidays

Section 1. The Employer retains the right to require the services of the employees for performance of work essentially required, but recognizes the entitlement of such employees to receive compensation in accordance with the provisions of such law, regulations, or Executive Order.

Section 2. To the maximum extent feasible, the Employer will utilize qualified employees who are available and who have indicated to their immediate supervisor a desire to work.

Section 3. The Employer realizes the adverse impact separating an employee from their family during a holiday period can have upon the employee's morale and will consider this factor in assigning work on days considered as holidays by federal law, regulation or Executive order and will, where practical, excuse the employee from work unless the Employer determines the employee's services to be required during the holiday period.

ARTICLE 29 - US Savings Bond Programs and Charity Drives

Section 1. The Employer and the Union will both strive to stimulate interest in the United States Savings Bond Program and in any officially authorized fund-raising campaign.

Section 2. In no instance will the Employer or the Union exercise any pressure on any employee to contribute to a charity to which the employee does not wish to contribute, nor will any reprisal action be taken against an employee who refrains from contributing.

Section 3. An employee not choosing the payroll deduction method in charity drives shall have the right to keep their gift anonymous.

ARTICLE 30 - Discipline

Section 1. The broad objective of discipline is to train and motivate employees to maintain reasonable standards of conduct. The most effective means of maintaining discipline is through the promotion of cooperation through sustained good working relationships and through self-discipline and responsible performance expected of mature employees. In all cases, disciplinary action will be in keeping with applicable laws and regulations.

Section 2. Prior to initiating disciplinary action against an employee, the immediate supervisor or other cognizant official will make a preliminary investigation or inquiry to assure themselves of the facts of the case, including discussion with the employee when appropriate. Where the findings of the investigation or inquiry indicate that employee's behavior may be corrected by informal means such as oral reprimand, or on-the-job training, such recommendations will be considered. After preliminary investigation and consideration of all surrounding circumstances including the normal punishment for an offense of this nature and the previous practice in imposing punishments, the Employer will consider the appropriate punishment to be proposed. After completion of the investigation, and if the Employer determines that formal disciplinary action appears warranted, the employee concerned will be expeditiously advised in writing.

- a. When the Employer takes a formal disciplinary action which is appealable, against an employee of the unit, the Employer agrees to inform the employee of their rights to appeal and where to seek further advice and assistance concerning their appeal rights.
- b. It is further agreed that the Union shall be notified when a formal hearing is scheduled in connection with a disciplinary or adverse action against an employee of the unit. If the employee who requests a hearing objects to the Union presence on the grounds of privacy, the official conducting the hearing will determine the validity of the objection and make the decision on the question of attendance.

ARTICLE 31 - Personnel Records Systems

Section 1. The Employer agrees to establish and maintain only those personnel records that are authorized by law or regulation. The maintenance of such records will be in full compliance with both the Privacy Act and the Freedom of Information Act.

Section 2. Employees and their representative who must be designated in writing by the employee may, upon request, inspect all documents appearing in "the employee's Official Personnel Folder (commonly referred to as the "OPF File" and/or any other such record system, with the exception of those records and/or other documents restricted by law or regulations. Under no circumstances will the Employer release information contained in personnel records to third parties except as prescribed by law or regulation. "OPF Files" may be reviewed by, or used to furnish information to Supervisors and operating officials who are considering employees for promotion or other assignments, or for other official purposes in performing personnel management responsibilities. In any event, only those persons designated by applicable regulations will be allowed access to an employee's "OPF File" on a need-to-know basis. Items removed from the "OPF File" will be returned to the employee for their personal records.

Section 3. Personnel records maintained by the Employer which are to be used for purposes of evaluating the employee will not contain material which may have an adverse effect on the employee's evaluation unless the affected employee has been made aware of the presence of such material. Informal records regarding the work habits attendance, conduct, or other work related matters pertaining to employees may be maintained to assist the Employer in fulfilling the assigned personnel management responsibilities.

Section 4. The Employer will maintain an Employee Record Card (Standard Form 7B). Entries to the card of a derogatory nature will not be made unless the employees are made aware of such entries. Employees, if available, will be given the opportunity to initial the entries, but will not be required to initial them. Supervisors may have a witness to each entry (member of Management) or inform the employees in writing of the Employee Record Card entries.

Section 5. At this time there is no official guideline as to how long an entry should remain on an Employee Record Card (Standard Form 7B), so common sense must be used. Information that is a permanent part of the employee "OPF File" such as promotions, training, and suspensions, should also be a permanent part of the Employee Record Card at the Supervisor's discretion. For example, counseling sessions for performance deficiencies can remain on the card after the end of the rating period, but if a Fully Successful rating or better is assigned, an annotation regarding the counseling session would have little if any value and should be considered for deletion. Further, a counseling, oral admonition or Letter of Understanding for a conduct problem can be removed when the Supervisor is satisfied the employee's conduct has been corrected. An Official Written Reprimand is placed in the "OPF File" on a temporary basis for a period of one, two or three years, but is removed after the specified time period. At that time the notation may also be deleted from the Employee Record Card.

Section 6. Considering the above guidelines, it is advisable for Supervisors to review their employees' Employee Record Cards on a regular basis - at least annually – delete those entries that are no longer appropriate or needed. Since employees are entitled to review their Employee Record Cards, irrelevant or inappropriate entries could be the cause of unnecessary tensions and possible grievances. When properly maintained, the Employee Record Card can be a valuable and accurate source of information to aid Supervisors in conducting the personnel management aspects of their Job, and to assist employees in their career management.

ARTICLE 32 - Negotiated Grievances Procedures

Section 1. The purpose of the Article is to provide for a mutually acceptable procedure for the prompt and equitable settlement of grievances. This is the exclusive procedure available to the parties and the employees in the units for the processing of all grievances pertaining to the following:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of an employee; and
- c. By an employee, the Union, or the Employer concerning:
 1. The effect or interpretation, or a claim of breach, of this collective bargaining agreement;
 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. Matters excluded from consideration under the grievance procedure include the following:
 1. Any claimed violation of Subchapter III of Chapter 73 of Title 5, USC (relating to prohibited political activities);
 2. Retirement, life insurance, or health insurance;
 3. A suspension or removal under Section 7532 of Title 5, USC (Relating to national security);
 4. Any examination, certification, or appointment;
 5. The classification of any position which does not result in the reduction in grade or pay of an employee;
 6. The separation of an employee during their probationary period;
 7. Any action subject to statutory appeal procedures.

Section 2. Scope of Coverage.

- a. The parties of this agreement and all employees within the Unit shall be entitled to use the procedures contained herein.

- b. An employee or group of employees in the Union may be represented only by exclusive union in filing a grievance under the negotiated procedures. An employee or group of employees in the unit may present such grievances to the Employer and have them adjusted, without the intervention of the exclusive representative, as long as the adjustment is not inconsistent with the terms of the Agreement and the exclusive representative has been given the opportunity to be present at the adjustment.

Section 3. Grievability and Arbitrability. Disputes as to whether a matter is grievable or arbitrable under the provisions of this Agreement, if not resolved by the Parties, will be referred to arbitration under the provisions of Article 33.

Section 4. General Provisions.

- a. Official Time. A reasonable amount of official time, without charge to leave, will be afforded in accordance with the following:
 - 1. To the employee to discuss, informally, with their first line supervisor any complaint the employee may have covering matters under this Agreement.
 - 2. To a Union representative to informally discuss with the appropriate operating official any complaint the Union may have concerning matters under this Agreement.
 - 3. To the employee and Union representative for preparing and presenting a formal grievance.
 - 4. To only one Union representative (in the event of a group grievance).
- b. Representation Rights.
 - 1. An employee, or group of employees, may be represented by the Union or may personally present and process the grievance hereunder without a representative, and without intervention of the Union as long as the adjustment is not inconsistent with the terms of the Agreement. However, the Union will be entitled to an observer at the time the grievance is adjudicated.
 - 2. The grievant(s) and the Union will be notified of the decision.
- c. Grievances filed under this procedure, in writing, may be submitted on a Union grievance form or an Employer grievance form. It must, however, contain as a minimum the following information:
 - 1. Name of the grieving employee or statement that the grievance is filed on behalf of the Union with the appropriate signature.

2. The nature of the grievance and the specific agreement provisions in question.
3. If an employee grievance - a statement as to how the employee is personally affected, if applicable, by the question of application or interpretation of the Agreement.
4. If a Union grievance - a statement identifying the employees in the Unit affected, if appropriate, and how they or the Union are affected by the interpretation or application of the Agreement.
5. The specific corrective action or interpretation requested or desired.
6. A statement as to the employee's representation or lack of representation.
7. Copies of documents related to the grievance, if any.

Section 5. Procedural Steps.

- a. Employee Grievances. The following steps will be taken in order by an employee, or group of employees, having a complaint under this Agreement.
 1. Step One. Within fifteen (15) calendar days of the action complained of, discuss the grievance with the immediate supervisor. If employee(s) desire Union representation at this step, the employee(s) will notify the Union Steward and immediate supervisor thereof. Within ten (10) calendar days after such discussion the Supervisor will notify the employee(s) and the Union of their decision. If the employee(s) desire(s) a further review, the employee(s) may within the next seven (7) calendar days proceed to Step Two.
 2. Step Two. If the employee(s) is (are) not satisfied with the decision of the immediate supervisor, the grievance may be presented to the second level supervisor within seven (7) calendar days. Within ten (10) calendar days from receipt of the grievance, the second level supervisor will render a decision to the employee(s) and the Union.
 3. Step Three. (NOTE: Because of the difference in the organizational structure of the three separate activities, Headquarters Carlisle Barracks, Dunham US Army Health Clinic, and the Defense Commissary Agency, this step will be omitted for employees of the Dunham US Army Health Clinic or the Defense Commissary Agency.) If the employee(s) is (are) not satisfied with the decision of the second level supervisor, the employee(s) may make a written or oral request within seven (7) calendar days for further consideration by the Director of the Activity Directors - DIS, DPCA, DPTSEC, and DRM of Headquarters Carlisle Barracks). The Activity Director will meet with the aggrieved employee(s) and/or the employee's Union representative within seven (7) calendar days and will review the grievance and consider any evidence not previously submitted in an effort to resolve the grievance. The Director

will render a decision, oral or written, to the employee(s) and the Union within seven (7) calendar days after receipt of the grievance.

4. Step Four. If the grievance cannot be resolved at Step Three (Step Two for employees of Dunham US Army Health Clinic or the Defense Commissary Agency) request for Final Administrative Review will be made as follows: for employee(s) assigned to Headquarters Carlisle Barracks, this request will be made through the Garrison Commander to the Commander, Headquarters Carlisle Barracks; for employee(s) assigned to the Dunham US Army Health Clinic, this request will be made through the Commander., DUSAHC, to the Commander, MEDDAC, Ft Meade, MD; for employee(s) assigned to the Defense Commissary Agency, this request will be made to the Commissary Officer, Defense Commissary Activity, Carlisle Barracks. This written request will be submitted within seven (7) calendar days of receipt of Step Three (or Step Two) decision. The appropriate Activity Commander shall render their written decision within fifteen (15) calendar days and furnish a copy thereof to the employee(s) and to the Union.
 5. Step Five. (Step Four for employees of Dunham US Army Health Clinic or the Defense Commissary Agency). If the matter is not resolved to the satisfaction of the aggrieved party (parties), the Union may invoke arbitration. If the Union desires to proceed with arbitration, the written request will be submitted within ten (10) calendar days of receipt of written decision (Step Three or Step Four) of the Activity Commander, together with written evidence of Union approval of such arbitration for necessary action under Article 32, Arbitration, hereof. If the Union withholds approval of arbitration, the decision of the Activity Commander will be final and not subject to further grievance procedures.
- b. Union Grievances. The Union may initiate a grievance concerning the interpretation or application of this Agreement as follows:
1. Union representative informally discusses and attempts to resolve the grievance with the appropriate management officials(s) within fifteen (15) calendar days of the occurrence of the event or date it became known to the Union, whichever is later, which gives rise to the grievance.
 2. If unresolved, the Union will notify the Activity Commander's representative orally or in writing within ten (10) calendar days.
 3. The Activity Commander's representative will attempt to resolve the grievance and will provide regulatory guidance to the Employer and the Union within ten (10) calendar days after the Union has given notification.
 4. If unresolved, the Union may file a written grievance with the Activity Commander, within fifteen (15) calendar days of receipt of the reply of the Activity Commander's Representative.

5. Within fifteen (15) calendar days, the Activity Commander will provide a written decision to the Union.
 6. If still unresolved, the Union will notify the Employer within fifteen (15) calendar days after receipt of Activity Commander's decision of the Union's intent to arbitrate, under Article 33.
- c. Employer Grievances. The Employer may initiate a grievance concerning the interpretation or application of this Agreement, as follows:
1. Employer informally discusses and attempts to resolve the grievance with the Union President or their designated representative in writing within fifteen (15) calendar days of the occurrence of the event which gives rise to the grievance.
 2. If the grievance is not resolved through the above discussions the Employer will notify the Union President or his/her designated representative in writing within fifteen (15) calendar days after such discussion, of the Employer's intent to submit the grievance for arbitration under the provisions of Article 33.

ARTICLE 33 - Arbitration

Section 1. If the Employer and the Union fail to resolve any grievance arising under Article 32, Negotiated Grievance Procedures; such unresolved grievances or disputes may be submitted to arbitration.

Section 2. Within five (5) working days from the date of the request for arbitration, the Parties shall meet for the purpose of endeavoring to agree on the selection of a qualified arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. Within five (5) working days after receipt of the list, the Employer and the Union shall meet to select an arbitrator from the list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union will each strike one (1) arbitrator's name from the list of five (5) and repeat this procedure until one (1) name remains on the list. The remaining person shall be the duly selected arbitrator.

Section 3. The arbitrator's fee and the expenses of the arbitration, if any, will be borne equally by the Employer and the Union provided that the arbitrator's travel and per diem shall not exceed the maximum Joint Travel Regulations. The arbitration hearing shall be held on the Employer's premises during the regular day shift hours of the basic work week. All Carlisle Barracks employees participating in the hearing will be in a duty status.

Section 4. The Union may file exception to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority. The Employer may file exception to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority, Department of Defense, and the Department of the Army.

ARTICLE 34 - Negotiations

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

Section 2. Additionally, in the event that the Employer proposes changes in conditions of employment which involve management rights reserved under Section 7106 of the Federal Service Labor- Management Relations Statute or which are otherwise non-negotiable, the union is entitled to impact and implementation bargaining in the event such changes have more than a “de minimus” impact on bargaining unit employees. The following procedures shall apply with regard to negotiations concerning the impact and implementation (Sections 7106(b) (2) and (3) of the Statute) of those changes:

- a. The Employer shall notify the union thirty (30) calendar days or more prior to the planned implementation date of any proposed nonnegotiable change in conditions of employment, giving the union fifteen (15) calendar days from the date of notification to request Impact and Implementation (I&I) bargaining.
- b. If the union does not request I&I bargaining within the fifteen-day time limit, the Employer may implement the change.
- c. If the union requests bargaining within the time limit, negotiations will commence not later than 30 calendar days from the initial date of notification. The union will furnish counterproposals as soon as possible, but not later than the fifteenth calendar day after the initial date of notification. Such proposals should be limited to identifying applicable impact and appropriate arrangements for employees who are adversely affected.
- d. If, after 30 calendar days from the date negotiations commence, an agreement has not been reached on impact and implementation bargaining proposals, the employer's last offer may be implemented. The employer agrees to continue negotiations in good faith and to proceed, if necessary through mediation by the Federal Mediation and Conciliation Service and through resolution of any impasses by the Federal 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.

Section 3. Nothing in this agreement shall be interpreted or construed in any way to conclude that the Employer has agreed to negotiate away its management rights to determine the numbers, type, and grades of employees or positions assigned to any organizational subdivision, work

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

ARTICLE 35 - Cooperation in Application of Agreement

The Union and the Employer have the obligation to ensure that their respective Union and Management officials are aware of the rights and obligations of both parties and the contents of this agreement and to ensure a climate of cooperation in the compliance with and the execution of this agreement.

ARTICLE 36 - Performance Ratings

Section 1. All employees in the bargaining Unit will be evaluated against criteria which are job related with major job elements, critical elements and performance standards being based on actual duties properly assigned which are consistent with duties contained in each employee's official job description. Employees must be given an opportunity to participate in the development of standards.

Section 2. The designated Union Steward will be given the opportunity to attend group meetings of employees in the Unit when such meetings are called by the supervisor for the purpose of discussing the development of performance standards. Stewards will be given an opportunity to provide comments during the meeting.

Section 3. Major job elements (identified as critical or non-critical) and performance standards will be developed for each employee, and will be given to the employee in writing at the beginning of the rating period or within thirty (30) calendar days after being assigned to a new position. Performance standards must be revalidated or re-accomplished for each rating period. Standards will be explained to employees at time of presentation. Definitions of major job elements, critical and non-critical elements as well as performance standards will be defined in Department of the Army Performance Management System Regulation.

Section 4. The anniversary date for WG employee's rating will be the last day of the employee's birth month unless modified by mutual consent of union and management. Postponements will be granted when employees have not occupied their position for 120 days or more.

Section 5. Performance standards must be in force at least one hundred twenty (120) days before they are used to rate an employee. Appropriate forms will be used to document the dates, performance standards and/or changes to performance standards are communicated to the employee.

Section 6. At or near the midpoint of the annual rating period, the rating supervisor will discuss with the employee, their actual performance against the written performance standards. This midpoint discussion will be documented and will reflect specific examples of favorable and unfavorable job performance. At the discretion of the supervisor, a memorandum for the record may be written by the rating supervisor and presented to the employee. On other occasions during the year, performance counseling discussions, initiated by either employee or supervisor, will be held as often as necessary.

Section 7. Employees will receive an annual performance rating and it shall be a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining or removing an Employee from their position. To this end the employee's performance appraisal will be used to assist in decisions concerning the employee. The rating process shall be conducted in an equitable manner, based upon the abilities and duty performance of the employees.

Section 8. The following procedures listed below will be followed prior to proposing to remove an employee from a position for unsatisfactory performance:

- a. The employee will be notified in writing, at least sixty (60) days prior to appraisal date, as to the major and critical elements that are unsatisfactory; actions needed for improvement; and an offer of assistance in such areas as counseling, training and more intensive supervision.
- b. Normally the employee will be given the above mentioned period of sixty (60) days to improve performance. Justification will be provided to the Union in the event less than 60 days are given.
- c. If after the sixty (60) day period, performance remains unsatisfactory, the supervisor will complete the appraisal and initiate appropriate action in accordance with AR 690-400, Chapter 432.

ARTICLE 37 - Duration and Modification

Section 1. This agreement shall remain in full force and effect for a period of three (3) years from the date approved by Headquarters, US Army Training and Doctrine Command. Thereafter, this agreement shall be automatically renewed annually unless either party gives written notice to the other not more than one Hundred and five (105) calendar days nor less than sixty (60) calendar days prior to the expiration of the agreement of its desire to terminate the Agreement in its entirety or its desire to effect changes therein. When such notice is given, the parties shall meet for the purpose of negotiating the amendments or modifications not later than sixty (60) days prior to the expiration date and thereafter will continue to negotiate in good faith on a regular basis. If negotiations are not concluded prior to the expiration date the agreement will be terminated, unless negotiations are in progress. In this case, one extension of 60 days or less may be granted.

Section 2. Termination of this agreement will not in itself terminate the recognition granted the Union. This agreement is subject to modification as required by changes in applicable laws, regulation, and policies issued by higher authority after the date of this agreement. The implementation of modifications or changes which are mandatory and not discretionary with the Employer, will be made with written notification to the Union, indicating the modification and the basis therefore. In such an event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws, regulations or policies. This paragraph shall not be construed to limit the right of the Employer to comply immediately with such laws, regulations or policies.

Section 3. If a particular provision of this Agreement is found to be in violation of or in conflict with any law, Executive Order or regulation of higher authority, that provision shall be deemed superseded by such applicable law, Executive Order or regulation and subject to negotiations over implementation and impact. In such an event, the remainder of this Agreement shall continue in full force and effect and either Party shall have the right immediately to reopen negotiations, but only with respect to the provision involved.

Section 4. A supplemental agreement is an addition to this Agreement after it has been negotiated by the Parties. Supplemental agreements may be negotiated upon mutual consent of the Parties.

Section 5. An amendment is a modification, change, revision, or cancellation of any article or section in this Agreement. Upon mutual consent of the Parties, this Agreement may be amended at any time to correct mistakes or clarify the intent and meaning of any of its provisions.

Section 6. Negotiations arising from Sections 3 through 5 of this Article will be conducted pursuant to Article 3.

APPENDIX - Environmental Differential Pay

ARTICLE XXI

Job Identification: Post Controller
Location: DPW
Nature of Duties: Mixing and Spraying organic phosphate insecticide compounds
Payment: Under Part I, Appendix J, Poisons (toxic chemicals) – low degree hazard

Job Identification: Electrician, Heating Equipment Mechanic, Water Treatment Plant Operator, Painter
Location: DPW
Nature of Duties: Working on water towers number 117 and 840 at heights of at least one hundred feet above ground.
Payment: Under Part I, Appendix J, high work

Job Identification: Warehouseman, Meat Cutter Leader, Meat Cutter, Meat Cutter Worker, Sales Store Worker
Location: COMMISSARY
Nature of Duties: Working in an area involving storage and issuance of perishable subsistence items when the walk-in storage area is controlled at or below 32 degrees F.
The exposure must be of sufficient duration that the worker becomes chilled, and when adequate protective clothing is not provided. Situations involving merely "in and out" on an intermittent basis or less than five minutes would not warrant EDP under the above requirements.
Payment: Under Part I, Appendix J, cold work

Job Identification: Heating Equipment Mechanic Leader, Heating Equipment Mechanic, Electrician
Location: DPW
Nature of Duties: Working in underground manholes, attics or similar confined spaces without a system of forced air ventilation when temperature is 110 degrees Fahrenheit or above.
Payment: Under Part I, Appendix J, hot work

CERTIFICATION FOR INCLUSION IN EXISTING UNIT

An election was conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71, of Title 5 of the U.S.C., and in accordance with the Regulations of the Federal Labor Relations Authority, among the employees of the Activity in the following categories:

INCLUDED: All non-professional general schedule employees of the U.S. Army Garrison at Carlisle Barracks, Carlisle, Pennsylvania.

EXCLUDED: All other non-professional employee~ and all professional employees, management officials, supervisors, temporary employees, casual (intermittent) employees, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), .(6) and (7).

and it appearing that a majority of the valid ballots have been cast for inclusion in the mixed professional and nonprofessional unit currently represented by the American Federation of Government Employees, Local 2004, AFL-CIO;

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED the above-described employees are included in the unit of employees currently represented by the American Federation-of Government Employees, Local 2004, AFL-CIO as recognized in 1971; amended in 1976 in Case No. 20-05855(AC); clarified in 1994 in Case No. BP-CU-40047 and in 1998 in Case No. BNRP-80009; and certified in 1999 in Case No. BN-RP-90053, which will hereafter be described as follows:

INCLUDED: All non-professional general schedule, wage grade, and wage leader employees of the U.S. Army Garrison at Carlisle Barracks and the Dunham U.S. Army Health Clinic, Carlisle, Pennsylvania; all general schedule guards employed by the U.S. Army War College, Carlisle Barracks; and all permanent and term general schedule professional employees located at the Dunham Army Health Clinic, Carlisle, Pennsylvania .

EXCLUDED: All other professional employees and all management officials, supervisors, temporary employees, casual (intermittent) employees and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6), and(7).

FEDERAL LABOR RELATIONS AUTHORITY

Signed By: Regional Director, Boston Region

Dated: September 7, 2000

SERVICE SHEET

I certify that I have served the parties listed below a copy of the CERTIFICATION OF REPRESENTATIVE in Case No. BN-RP-00041 by:

CERTIFIED MAIL:

National Representative, American Federation of Government Employees,
AFL-CIO, 3rd District
10 Presidential Blvd., Suite 117
Bala Cynwyd, PA 19104

U.S. Army Garrison
Carlisle Barracks
Carlisle, PA 17013

REGULAR MAIL:

Program Development, Federal Labor Relations Authority
Office of the General Counsel
607 14th Street NW, Suite 210
Washington, DC 20424-0001

Notice Processing Unit
Federal Mediation and Conciliation Service
2100 K Street, NW
Washington, D.C. 20427

Membership and Organization Department
American Federation of Government Employees, AFL-CIO
80 F Street NW
Washington, DC 20001

Signed By: Secretary

Dated: Sept. 7, 2000