

NEGOTIATED AGREEMENT  
BETWEEN

HEADQUARTERS, U.S. ARMY GARRISON  
AT FORTS McPHERSON/GILLEM  
FORT McPHERSON, GEORGIA

AND THE

AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES (AFGE)  
LOCAL 1759

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## PREAMBLE

This Collective Bargaining Agreement is made by and between Headquarters, Forces Command; U.S. Army Garrison, Fort McPherson; Lawrence Joel Army Health and Dental Clinics; U. S. Army 2D Recruiting Brigade; Headquarters, Third U.S. Army (hereinafter referred to as the Employer); and the American Federation of Government Employees (AFGE), Local 1759 (hereinafter referred to as the Union).

Provisions in the Agreement which name tasks, duties, or responsibilities to be performed by specific personnel, or organization serve to acknowledge an existing practice and do not constitute an attempt to restrict the statutory right of the employer to assign such tasks or responsibilities to other personnel or organizational elements.

## ARTICLE 1

### RECOGNITION AND PURPOSE.

1.1. The Employer recognizes the union as the exclusive bargaining representative of all employees in the Unit defined in Section 1.2. of this Article.

1.2. The recognized bargaining unit includes all nonsupervisory Wage Grade and General Schedule employees of the following activities located at Forts McPherson and Gillem; Headquarters, Forces Command; U.S. Army Garrison; Lawrence Joel Army Health and Dental Clinics; 2D Army Recruiting Brigade; and Headquarters, Third U.S. Army. Excluded are management officials, supervisors, professional employees, employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6), and (7), and employees on temporary appointments of less than six months.

1.3. It is the intent and purpose of the parties hereto to promote and improve the well-being of the employees within the meaning of pertinent laws and regulations, to establish a basic understanding relative to personnel policies, practices, and procedures and matters affecting other conditions of employment, and to provide means for amicable discussion and adjustment of matters of mutual interest

1.4. It is intended that this Agreement will:

a. Provide for the highest degree of efficiency and responsibility in the accomplishment of the mission of the Employer.

b. Insure the Union's right of consultation/negotiations on those matters pertaining to personnel, policy or practice, and conditions of employment.

c. Identify the parties to the Agreement and define their respective role and responsibilities under the Agreement.

d. State negotiated procedures and methods that will hereafter govern the working relationships between the Employer and the Union.

e. Promote employee-management cooperation.

f. Facilitate the adjustment of grievances/complaints.

g. Insure that management retains its right to manage.

1.5. The Employer **agrees** that before establishing any local regulation or policy which conflicts with this Agreement, it will negotiate with the Union as required by the Statute. The Employer **agrees** that this agreement has the full force and effect of a controlling regulation, except where the parties have subsequently modified specific provisions through appropriate negotiations.

## ARTICLE 2

### DEFINITIONS.

2.1. CONDITIONS OF EMPLOYMENT. Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise affecting working conditions. It **does** not include policies, practices, and matters;

a. Relating to political activities prohibited under Subchapter 73 of Title 5;

b. Relating to the classification of any position; or

c. To the extent such matters are specifically provided by Federal Statute.

2.2. DAYS. All references to "days" in the Agreement are to work days unless specifically stated otherwise.

2.3. EMPLOYER. As defined in the Preamble of this Agreement.

2.4. MANAGEMENT OFFICIAL. An individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

2.5. PROFESSIONAL EMPLOYEE. An employee engaged in the performance of work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instructions.

and study in an institution of higher learning or a hospital (refer to 5 USC 7103(a)(15) for further definition).

2.6. The STATUTE. The Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5, United States Code.

2.7. SUPERVISOR. An Individual employed by an agency having authority In the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, If the exercise of the authority Is not merely routine or clerical In nature but requires the consistent **exercise** of independent judgment.

2.8. UNION. Local 1759, American Federation of Government Employees (AFGE), AFL-CIO.

## ARTICLE 3

### SCOPE OF CONSULTATION AND NEGOTIATION

3.1. Matters appropriate for consultation and negotiation between the parties are personnel policies and practices, working conditions and contracting. Either party desiring, or having a requirement to meet with the other shall give advance notice to the other party. Such notice shall include a statement of subject matter to be discussed and the problem which generated the cause for discussion. In the absence of compelling circumstances to the contrary the parties will meet within 3 workdays after such notice. Either party shall notify the other of any delay and the reason(s) for such day.

3.2. In prescribing regulations relating to personnel policies, practices and working conditions, the Employer shall have the obligation to meet and confer as required by the Act The Employer will keep records of negotiations between management officials and the Union, indicating dates, those In attendance, subjects discussed, and decision reached, when the parties mutually agree In advance that a formal record of the meeting is necessary. In such cases, the Employer will prepare a memorandum (or record of such meetings, which will be referred to the Union for concurrence or attachment of exceptions prior to filing.

## ARTICLE 4

### RIGHTS OF THE EMPLOYER

4.1. Nothing in this agreement shall affect the authority of any management official to determine the mission, budget, organization, number of employees, and internal security practice.

4.2. The Employer **reserves** the right in accordance with applicable laws:

a. To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce In grade or pay, or take other disciplinary action against employees; or

b. To assign work, to make determinations with respect to contacting out, and to determine the personnel, methods, means and by which agency operations shall be conducted: or

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

(1) Among properly ranked and certified candidates for promotions; or

(2) Any other appropriate source;

d. To take whatever actions that may be necessary to carry out the Employer's mission during emergencies.

4.3. The right to make reasonable rules and regulations, to include setting the standards of acceptable conduct, shall be considered an acknowledged function of the Employer. In prescribing regulations relating to personnel policies, the Employer shall have due regard for the obligation to consult imposed by the Statute. It is understood that the parties will negotiate with respect to 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.

4.4. Nothing In this Article shall preclude the Employer and the Union from negotiation:

(a) on the numbers, types, and grades or position assigned to any organizational subdivision, work projects, or tour of duty, or on the technology, methods, and means of performing work;

(b) procedures which management officials will observe in exercising any authority under this Article; or

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

4.5. The Employer shall take such action consistent with law or with directives from higher authority as may be required to assure that employees are apprised of their rights described in this Agreement. The Employer shall not Interfere with, restrain, coerce, or discriminate within the unit to encourage or discourage membership In the Local.

## ARTICLE 5

### RIGHTS OF THE EMPLOYEE

5.1. Each employee in the unit shall have the right to form, Join, or assist the Union or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected In the exercise of such right Except as otherwise provided under law, such right Includes the right:

a. To act for a labor organization In the capacity of a representative, and the right, In that capacity to present the views of the labor organization to heads of agencies and other officials of the executive branch of the government, the Congress, and other appropriate authorities; and

b. To engage in collective **bargaining** with **respect** to conditions of employment through **representatives**.

5.2. Each bargaining unit employee has the right to be represented by the Union at an examination of the employee by a representative of management In connection with an investigation If:

a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

b. The employee requests representation.

5.3. Each employee shall have the right to bring any matter of personal concern to the attention of the appropriate Union or management official if the employee feels the matter is in violation of any safety regulation.

5.4. No employee may participate in the management of the Union or serve as a

representative of the Union if that employee is a supervisory or whose participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

5.5. Nothing in this Agreement shall require an employee 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 or by voluntary cash payment by a member.

5.6. Employees will not be subject to reprisal for the disclosure to proper authority of information not prohibited by law, regulation, Executive Order, or otherwise, which the employee reasonably believes evidences mismanagement, a waste of funds, an abuse of authority, or a danger to public or employee health or safety. However, an employee assumes full responsibility for information so disclosed and can be disciplined and/or prosecuted in accordance with applicable regulations and laws for knowingly furnishing false information.

5.7. When employees are to be counseled, such counseling will be accomplished in private to the extent possible. The supervisor will make a written record of any counseling session. A copy will be provided to the employee.

5.8. If an employee is to be served with a warrant or subpoena, and the supervisor has prior knowledge or it, it will be done in private to the extent possible.

## ARTICLE 6

### RIGHTS AND OBLIGATIONS OF THE UNION

6.1. The Union shall have the right and obligation to represent the interests of all Bargaining Unit (BU) employees employed with the unit, without discrimination, with respect to grievances, personnel policies and practices or other matters affecting their general working conditions; to present its views to the Employer on matters of concern either orally or in writing; to consult and be consulted in the formulation and implementation of personnel policies and practices affecting the conditions of their employment prior to implementation being made on such matters; and to negotiate with the Employer with the object of reaching an agreement covering all employees in the unit.

6.2. Consistent with the Act, as the exclusive representative of bargaining unit employees, the Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. The right of a Union

representative to be present during discussions of such matters shall be subject to necessary requirements as to security and confidentiality of Information.

6.3. The Union shall be given the opportunity to be represented at any examination of an employee in the bargaining unit by a representative of the Employer In connection with an Investigation If the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation. The right to representation does not extend to informal routine worksite discussions, counseling sessions, or performance evaluations between the employee and the supervisor. If a Union representative is requested and present at the Investigatory meeting, the representative is NOT entitled to:

- a. official time to prepare for the meeting;
- b. bargain with management regarding the results of the investigation; or
- c. Interfere with the Investigation.

However, the employee may consult with the Union representative present during the investigation. The Employer reserve, the right to cancel the investigative

interview once an employee has requested Union representation. A decision by management to cancel an investigative meeting or Interview on this basis need not be Justified in any way. The Employer may proceed with its investigation and with disciplinary action on the basis of information from other sources. The Employer shall annually inform bargaining unit employees of their rights under this section.

6.4. The Union agrees to give active support to the Employer in Its efforts to eliminate waste, conserve materials and supplies, and improve the quality of workmanship, combat tardiness, absenteeism, carelessness, and any other practices which restrict production and hamper efficiency, and encourage the submission of Improvement Ideas and cost reduction Ideas.

6.5. The Union will receive a current list of employees in the unit semi-annually upon written request of the Union President to the Labor Relations Officer. The list will include the name, title, grade, and work organization of the employees.

6.6. The Union agrees to furnish the Employer with a current list of the names and positions of its officers and designated stewards once each quarter and will notify the Employer as soon as possible following any change in the designation of officers and stewards. Such list will indicate the representative's position in the Union and telephone extension. In the absence of the steward normally assigned to an activity, the Union President may direct that one of the other designated stewards will represent employees in that activity. No employee will be recognized as a steward or Union officer unless their name and assignment appear on a listing which has been furnished to the Labor Relations Officer by the Union President or Executive Vice

## President

6.7. The Union and the Employer jointly recognize the Importance of coping with reduced energy supplies through conservation of fuels, electricity, water, and all other forms of energy. The Union recognizes the Employer's right to take reasonable measures to conserve energy. Officers and stewards of Local 1759 may periodically advise members of the bargaining unit on the importance of conserving energy in such areas as gas, lights, heaters, and Government vehicles and other work areas. Employees will jointly cooperate with the Employer and Union to conserve energy through conservation measures.

6.8. The Employer will notify the Union President as far in advance as possible before permanently changing the work location, work place, or work shift of the Chief Steward or Executive Vice President of the Union. If the incumbent Union President is assigned to the night shift (if applicable), and desires to be assigned to the day shift, application may be made through the Civilian Personnel Advisory Center (CPAC), for consideration for such shift, provided there is a vacancy on the desired shift for which the President meets qualification requirements.

6.9. The Employer agrees to Inform the Union verbally and/or In writing of proposed changes and/or new Issuance of local regulations covering personnel policies, practices and matters affecting conditions of employment The Union will be provided not less than fourteen ( 4) work days notice prior to proposed implement on of changes in working conditions o( employees In the unit This prior notification Is to give the Union the opportunity to accept and/or request negotiations by submitting written proposals within 14 days after receipt of proposed changes to the Employer. Union and management will resolve the **Issue** within 10 workdays if it is not resolved within that time, the time may be extended by mutual consent from both parties in 10 day Increments. After the third 10 day extension without agreement, Issue will be sent to Impasse unless both parties agree to continue.

## ARTICLE 7

### OFFICIAL TIME ANO UNION REPRESENTATION

7.1. The Employer **agrees** to recognize AFGE official of the Union, Union stewards, and other authorized representatives designated by the Union.

7.2. The Union will properly orient and indoctrinate officials and stewards, with respect to the ACT, as well as the provisions of this Agreement.

7.3. Union representatives will be excused from duty without charge to leave to

perform representational functions. Representational functions Include:

- a. investigate, prepare and/or present grievances, appeals, claims, and unfair labor practice charges;
- b. consult and/ or negotiate with representatives of the Employer concerning personnel policies, practices, and conditions of employment;
- c. research and prepare recommendations and/or proposals In connection with the above consultations, negotiations, or meetings;
- d. administration of the negotiated agreement; and
- e. third party proceedings where the Union is authorized to represent the employee.

Grievants and witnesses in the bargaining unit who are represented by the union **will be** excused from duty, when mission requirements permit, without charge to **leave** for a reasonable period to meet with union representatives. The employee will request leave at a minimum of twenty four (24) hours in advance from the supervisor, unless exigent (urgent, crucial, threatening, compelling, imperative), circumstances prevent providing advance notice.

7.4. Certain Union activities are not considered to be of benefit to the Employer and will not be conducted on official time in work areas. These activities include but are not limited to:

- a. Soliciting membership;
- b. Conducting internal business of the Union;
- c. Collecting dues;
- d. Campaigning for Union office or on behalf of a candidate for Union Office;
- e. Distributing Union literature, including authorization cards, to individual employees; and
- f. Soliciting complaints or grievances.

7.5. The amount of official time for Union officials and stewards are as follows:

- a. President Reasonable time normally not to exceed 50% of the incumbent's duty time per pay period. Time required for meetings held at management's request will not be counted against the official time limits stated herein.

b. President. Reasonable time normally not to exceed 50% of the incumbent's duty time per pay period. Time required for meetings held at management's request will not be counted against the official time limits stated herein.

c. Stewards will be provided necessary time needed to help resolve specific assigned case at the lowest level ( step 1 and 2 of the NGP), validated Jointly by the Labor Relations Officer and President and/or Executive Vice President of AFGE, Local 1759.

7.6. Representatives will provide reasonable advance notice to their immediate supervisors whenever they wish to leave their official duties to perform any of their representational responsibilities and will report to the supervisors when they return. Permission will be granted upon request except when mission requirements preclude such release. Official time will not be unreasonably denied. The Union will cooperate with the Employer as set forth in 7.7 in maintaining a record of time for Union representational activities.

7.7. In order to account for the use of official time for all employees, the following procedures will be followed:

a. The Official Time Report (OTR), will be completed by all Union representatives (Appendix A), will be completed by all Union representatives involved in representational functions the completed OTR will be turned into the employees immediate supervisor who will forward a copy to the Civilian Personnel Advisory Center, ATTN: Labor Relations Officer.

b. The OTR will detail the amount of time spent by each employee on approved representational functions, the specific activities undertaken and the Initiator of the request.

c. Employees involved in representational functions will be expected to complete the OTR when they return from a representational duty and are checking back with their immediate supervisor upon their return to work. In cases involving extended representational activities, e.g., attendance at a hearing lasting more than one day, employees will turn in the OTR upon their return to duty. In other types of representational duty, the employee involved will turn in the OTR before starting additional representational duties during the same workday.

d. Employees involved in representational functions may retain a copy of the completed OTR for their own and the Union's records. The OTR may be modified upon mutual consent of the parties without reopening this Agreement.

## ARTICLE 8

### EQUAL EMPLOYMENT OPPORTUNITY

8.1. It is the continuing policy of the Employer that all bargaining unit employees are assured equal opportunity in employment matters. The Union recognizes the Employer's responsibility in this area and supports the concept of affirmative approaches by the Employer regarding this policy.

8.2. Any employee who feels that he/she has been discriminated against because of race, sex, religion, color, national origin, handicap, age, or reprisal, has the right to pursue their complaint through the Equal Employment Opportunity (EEO) complaint procedures. The Employer and the Union agree to cooperate fully in any investigation of a discrimination complaint by an EEO counselor or other authorized agency official and attempt to effect an informal resolution to such complaints, insofar as practicable. Employees who file or offer evidence in a discrimination complaint proceeding, will not be subjected to reprisal or coercion by either the Employer or the Union for having done so.

## ARTICLE 9

### DISCIPLINE AND ADVERSE ACTIONS

9.1. The parties agree that the taking of disciplinary action against employees is an acknowledged function of the Employer. Any adverse action taken against an employee will be in accordance with governing regulations and will be for such cause as will promote the efficiency of the service. No disciplinary or adverse action will be taken against an employee based on undocumented reasons, such as unsubstantiated rumors or gossip. It is understood that statements of witnesses will be considered as proper documentation. The nature of the action proposed determines the procedures which will be followed.

9.2. This section applies to a removal, a suspension for more than fourteen (14) days, a reduction in grade or pay, or a furlough of thirty (30) days or more, but does not apply to actions based on unacceptable performance.

a. An employee against whom one of the above actions is proposed is entitled to:

(1) At least thirty (30) days advanced written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. This notice shall state the specific reasons for the proposed action;

(2) At least fifteen (15) days to respond orally and/or in writing, including the opportunity to furnish affidavits and other documentary evidence in support of the response. Extensions to this time period may be granted if requested in writing by an employee or designated representative for valid reasons.

(3) Be represented by an attorney or other representative;

(4) Review the material relied on to support the reasons in the advanced notice of proposed adverse action.

(5) Two copies of the written decision and the specific reasons therefor at the earliest practicable date will be provided to the employee.

b. An employee against whom one of the above described actions is taken is entitled to appeal to the Merit Systems Protection Board as allowed by law, or other agencies allowed by law, may not grieve under the negotiated grievance procedure of this Agreement

9.3. This section applies to a suspension for 14 days or less.

a. If the Employer **proposes** to suspend an employee under this section, the following procedures will apply:

The employee will be given an advance written notice of at least fifteen (15) days stating the specific reasons for the proposed action. A shortened notice period of not less than five (5) days, may be used in those instances where it is not considered to be in the Government's best interest to keep employees on the premises because they would constitute a threat to themselves, other employees, or Government property.

(1) Be allowed a reasonable time to answer orally and in writing and to

furnish affidavits and other documentary evidence in support of the answer.

(2) The employee be given an opportunity to be represented by an attorney or other representative.

(3) The Employer will furnish the employee one copy of the written decision and the specific reasons therefor at the earliest practicable date. The decision notice will inform the employee of applicable grievance rights if appropriate.

b. Copies of the notice of proposed action, the answer of the employee if written, a summary thereof if **made** orally, the notice of decision and the reasons therefor, and any order effecting the suspension, together with any supporting material by the Employer.

9.4. This section applies to written reprimands.

a. When the Employer determines that an official written reprimand is warranted the following procedures will apply:

(1) The employee will be furnished two copies of a written description of the offense in sufficient **detail** to enable the employee to understand fully the violation, infraction, conduct, or offense for which he/she is being reprimanded.

(2) The employee will be advised of his/her rights to file a grievance in accordance with the Agreement.

b. The Employer will ensure that letters of reprimand will be removed from Official Personnel Folders (OPF) upon expiration.

**9.6.** An employee's designation of a representative for any of the actions described in this Article must be provided to the Employer in writing. The Employer may disallow as an employee's representative an individual whose activities as a representative could cause a conflict of interest or position or whose release from his/her position could give **rise** to unreasonable costs to the Government or whose priority work assignments would preclude his/her release.

It is understood that in all actions described herein which the employee pursues in accordance with the provisions of the negotiated grievance procedure of this Agreement the employee will be bound by the terms of that procedure insofar as his/her choice of a representative is concerned.

## ARTICLE 10

### DUES WITHHOLDING

10.1. The Employer shall deduct dues from the 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.

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

a. The employee's earnings are sufficient to cover the amount of the allotment after other legal and required deductions have been made.

b. The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the Union.

c. Such completed form turned over to the Employer by the union.

10.3. The Union is responsible for providing the Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of · Employee Organization Dues"; distributing It to its members; certifying as to the amount of Its dues; delivering completed forms to the servicing personnel office; and educating Its members on the program for allotments for payment of dues, Its voluntary nature, procedures for revocation and the uses and availability of the required form.

10.4. An officer of the Union will receive the forms (SF 1187) from a member requesting such an allotment. That officer will certify the SF 1187 to the Labor Relations Officer.

10.5. The Labor Relations Officer will determine whether the union member(s)

requesting the voluntary allotment is an employee in a bargaining unit covered by this agreement. If the requesting member is eligible, the form will be forwarded to the servicing payroll office and certify to that office that the voluntary allotment is authorized. If the member requesting the voluntary allotment is determined not to be eligible for such allotment, the SF 1187 will be returned to the employee together with the reasons for the determination. A copy of the reasons for the negative determination will also be provided the Union. Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the servicing payroll office.

10.6. The amount of the Union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment form until a change in the amount of such dues is certified by the authorized official of the Union. Such change shall begin with the first pay period after receipt of the notice of change by the Civilian Pay Section. Or at a later date if requested by the Union. Such changes shall not be made more frequently than once each 12 months.

10.7. Allotments will be automatically terminated with the start of the first pay period following notification in the payroll office for the following reasons only:

- a. The labor organization loses exclusive recognition;
- b. Dues withholding arrangement is suspended or terminated by an appropriate authority outside the Department of Defense.
- c. Employee has been suspended or expelled from the Union. The Union assumes responsibility for promptly notifying the Employer of such action.
- d. Employee is no longer a member of the unit.

10.8. The employee may obtain SF 1188 for revocation of Union dues from their organization's personnel coordinator or the servicing personnel office. The employee may not revoke his/her dues withholding authorization within the first year of such an authorization. Having satisfied the above requirement, an employee may revoke his/her dues authorization in one of the following ways as appropriate:

- a. First Anniversary - an employee may revoke his/her dues withholding authorization effective the first pay period on or after such anniversary date (this applies to first anniversary only); or
- b. First pay period in September - an employee may revoke his/her dues

withholding authorization effective the first pay period In September of each year. In either case, Civilian Pay will not accept dues withholding authorization revocations except during the 30-day period immediately preceding an appropriate effective date.

10.9. The Employer will transmit to the Union after each regularly scheduled payday:

a. A list containing the name and amount of the allotment deduction made for each employee member, the total amount of all such deductions, the name of each Union member whose dues were not deducted for that period and the reasons therefore.

b. A check drawn on the Treasury of the United States and made payable to AFGE Local 17S9 in an amount equal to the grand total of all such monetary allotment deductions.

10.10. The Agreement in this Article may not be terminated by the Employer, except as provided in Section 10.7. above, unless superseded by a controlling Agreement or unless the Union no longer meets the definition of a labor organization under 5 UDC 7103. Termination of this contract for the purpose of modification or renegotiations of the contract shall not terminate the Agreements In this Article except as stated above.

## ARTICLE 11

### FACILITIES AND SERVICES

11.1. On any existing bulletin board used by the Employer to post materials for employee in the unit, space shall be made available to the Union for posting official Union materials. The size of the space available will be limited to one- fourth of the front service area. Prior approval of the content and specific details for the posting will not be required, but the Union agrees that such Information will not violate any law or regulation, applicable provision of a negotiated agreement, the security of the Employer or contain any scurrilous, libelous, or false material. The Union will be held responsible for posting and removing material and maintaining its space in an orderly fashion.

11.2. The Local will be permitted to use the In-house mail service message center, distribution, email and electronic services in contacting management officials, or supervisors on official management/unionbusiness. However, this service shall not be abused nor used for the solicitation of membership, collection of dues, or other

matters concerning internal local business.

11.3. Within mission, space, and fund limitations, the Employer will provide office space for the Union. The Employer retains determination as to the availability of office space. Size and location of the space provide will be agreed upon by the Union and the Installation Commander. The President of the Union is totally responsible for the security of any office space provided, and such security shall be maintained In accordance with appropriate regulations. In utilizing any office **space** provided, it shall be the responsibility of the President to see that such space is not altered In any fashion, that such space be maintained In a clean and safe condition, and that the facility will be used for official business only.

11.4. The Employer will provide Class A telephone service without charge to the Union. Additional telephone service will be the responsibility and expense of the Union.

11.5. The Employer will construct a sign outside the Union office which Identifies **said** office as Local 1769, American Federation of Government Employees (AFL-CIO). Such sign shall be consistent in size, design, color, and method of Installation as other signs identifying other activities on the Installation.

11.6. Subject to availability, the Employer will provide a place for the Union to hold its regularly scheduled monthly and special called meetings during non- working hours. The Union President will provide the appropriate scheduling authority a list of dates of the scheduled monthly meetings prior to the beginning of the calendar year. Such place shall be routinely reserved for use of the Union and shall, unless otherwise arranged by the Union President, have seating for not less than twenty-five people. The Union assumes responsibility for leaving such faculties in a clean, sanitary, and secure condition.

11.7. When a Union representative meets with a bargaining unit employee at the worksite on an approved representational matter, they will be afforded a reasonable amount of privacy for such meeting, to the extent that it is within a supervisor's control.

11.8. The Union will be allowed to review regulations, directives, circulars, etc., published by the Office of Personnel Management, the Department of the Army, or other appropriate regulatory authority, which are available and maintained in the servicing personnel office or the Post Library, to the extent not prohibited by regulation or security requirements. Any regulation issued by the servicing personnel office which pertains to conditions of employment of civilian employees in the bargaining unit, will be furnished to the Union. Under no circumstances is the Union authorized access to Intra-management

communications or guidance restricted to or Intended solely for management and supervisory personnel.

11.9. The Union will be allowed to place announcements in the Unofficial Section of the Daily Bulletin on a space available basis. Such announcements will be submitted through the Labor Relations Officer for determination of appropriateness, based on content, policy, and regulatory requirements.

11.10. The Union will be provided two reserved parking places. One will be marked and designated for AFGE, Local 1759 President, and the other for the Executive Vice President, which will be provided at their respective, duty site(s). Moreover, two official business placards with marking of AFGE, Local 1759, will be issued to President of Local 1759 for use in parking for official use or military vehicle only parking spaces.

11.11. The Union will be furnished one hundred copies of the Agreement.

## ARTICLE 12

### SAFETY AND HEALTH

12.1. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions in accordance with applicable laws and regulations. To this end the Union will cooperate by encouraging employees to work in a **safe** manner and to impress upon employees that each has a primary responsibility for his/her own safety and is obligated to know and observe safety rules and practices.

12.2. An injured employee, or someone acting in his/her behalf, is responsible for immediately reporting an injury sustained on the job to the injured employee's immediate supervisor verbally, and for submitting a written report to the supervisor within three working days, but in no case later than 30 calendar days following the injury. When the employee suffers an on-the-job injury, which requires medical attention, the supervisor will immediately authorize examination and appropriate medical care. The employee will be counseled by his/her supervisor or other appropriate officials as soon as possible following the injury on the procedures for filing a claim for benefits under the Federal Employee's Compensation Act in accordance with governing regulations.

**12.3.** Employees who are injured in the performance of their duties will be carried in a

duty status with pay for up to 45 days without charge to leave for periods of disability or obtaining medical treatment for a traumatic Injury In accordance with regulatory requirements, whichever **Is greater**.

12.4. The Union, Employer, and employees will make every reasonable effort to prevent accidents of any kind. Should accidents occur, however, while an employee Is In the performance of his/her duties, a prime consideration will be the welfare of injured personnel.

12.5. Employees and supervisors are responsible for reporting conditions which they believe to constitute safety hazards, unsafe working conditions, or violations of safety practices to their supervisor and Safety Officer.

12.6. The Employer will furnish protective clothing and equipment to employees for use in the performance of assigned work. The Union may recommend new protective clothing and equipment and/or modification to existing equipment for consideration by the Employer. Employee's are responsible for properly using, safeguarding, and not abusing any such items Issued to him/her; and failure to do so may be grounds for disciplinary action against an employee.

12.7. The Union President or Executive Vice President will **serve as** a-member of any established installation safety council. Management will notify the Union prior to scheduled meetings.

12.8. Within available resources, the Employer agrees to provide outdoor lighting on buildings .In accordance with applicable standards to assist in the protection of individuals reporting for work during hours of darkness.

12.9. The Employer agrees to supply and maintain appropriate types and numbers of fire extinguisher In accordance with applicable regulations.

12.10. When it is determined by management that unreasonable temperatures in an office area are reached due to mechanical failure of Government equipment, management may relocate the affected personnel. If such relocation Is Impracticable, consideration will be given to requesting that the minimum necessary administrative leave be granted.

## ARTICLE 13

### TOOLS AND CLOTHING

13.1. Subject to the provisions of applicable DOD, Army, and Federal regulations, the Employer agrees to furnish all special tools, protective clothing and equipment it requires employees to use or wear in the accomplishment of their assigned duties within regulatory requirements. Where the Employer requires and furnishes protective clothing, it will maintain such clothing.

13.2. Employees shall not be required to wear specific clothing or apparel except as directed by the Employer in accordance with appropriate regulations. Employees are expected to maintain a personal appearance appropriate for the type of work performed as determined by the Employer. Employees will not be allowed to wear clothing or adornments that could cause injury to the employee or be inappropriate for the worksite or type of work being performed.

## ARTICLE 14

### HOURS OF WORK AND TOURS OF DUTY

14.1. The Employer will negotiate with labor to establish or change tours of duty, including the Alternate Work Schedule (unless requested by the employee), consistent with published policies and regulations of DA, and any changes in policies and regulations subsequently required by law, Federal Personnel Regulations, and Army Regulations, or other appropriate authority outside Department of the Army.

14.2. Employees will be allowed a rest period not to exceed 16 minutes during each four hours of continuous work, as near to the middle of the four hours as possible, or at times prescribed by the supervisor, consistent with workload requirements. If the period from the beginning of the daily tour to the lunch period or from the lunch period to the end of the daily tour is less than four hours, a second rest period during the tour do duty may be granted only when the employee works an eight hour day. These rest periods will not be used to extend lunch periods, or to shorten a workday, and are not cumulative.

14.3. Reasonable time, normally five minutes for necessary clean up shall be allowed employees prior to the beginning of the lunch period and the end of the workday to personal hygiene. Additional time may be allowed by the Employer, as needed, to clean equipment and work areas. However, employees will not leave their work area prior to the end of their workday. No across the board cleanup time will be established.

14.4. When operations are interrupted or suspended due to acts of God, such as inclement weather, power failure, or breakdown, employees who are in a duty status and whose services cannot be utilized in their present work area or

elsewhere, as determined by the Employer, shall be administratively excused from duty without charge to leave or loss of **pay**.

## ARTICLE 15

### ORIENTATION IN LABOR MANAGEMENT RELATIONS

15.1. The Employer, as part of the in-processing orientation of employees hired or rehired into a position in the unit, will inform them of the Union's exclusive recognition status, and inform them how they can obtain additional information concerning the Union. The Contract Agreement will be available on the Local Area Network. One paper copy will be provided to each BU member.

15.2. The Employer will notify the Union President and Executive Vice President of orientation briefings that will be provided verbally, affording the Union an opportunity to attend such orientation briefings.

## ARTICLE 16

### ABSENCE FOR UNION TRAINING AND EMPLOYMENT

16.1. It is recognized that properly trained Union officials are of mutual benefit to the Employer and the Union. Therefore, workload permitting, Union officers and stewards who are unit members and who are otherwise in a duty status may be excused without charge to leave from their normal scheduled tour of duty to attend Union sponsored training, provided such training is of benefit to the Employer and the Union. Such administrative excuse is subject to governing regulations.

16.2. The union **agrees** to request such excused absence from the Employer well in advance but in no case less than ten workdays prior to the effective date of the desired leave. Requests will be submitted through the employee's supervisory chain-of-command to the Labor Relations Officer. The request will contain specific information about the duration, purpose, and subject matter of the training.

16.3. Within five workdays after completion of the training, the Union President will certify to the Labor Relations Officer a listing of employees who actually attended the training and the number of hours used by each.

16.4. An employee who is a Union official may request leave without pay to serve a full term as an employee with the National Office of AFGE. The Employer will

examine each application closely to assure value to the Employer or that the serious needs of the employee warrant the absence, consistent with laws, rules, and regulations. Following any such approved leave without pay, the Employer recognizes the obligation to provide employment at the grade the employee held on the effective date of leave without pay or at any changed grade, e.g., through RIF action, position reclassification, etc., and in the current pay status of such grade at the time the employee returns to work, provided the return is not later than the end of the leave period.

## ARTICLE 17

### NEGOTIATED GRIEVANCE PROCEDURE

17.1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances covered by this Agreement. This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances which fall within its coverage. The parties agree that every reasonable effort will be made to resolve all grievances at the lowest possible level. With this principle in mind, the Union, unit employees, and the Employer **agree** to cooperate fully in the Investigate and processing **stages** of all grievances.

17.2. A grievance means any complaint (a) by an employee concerning any matter relating to the employment of any employee; (b) by the union concerning any matter relating to the employment of any employee; or, (c) by an employee, the Employer concerning:

(1) The effect or interpretation or a claim of breach, of a collective bargaining agreement; and/or

(2) Any claimed violation, misinterpretation, or misinterpretation, or application

17.3. The following matters **may not be raised** under this procedure:

(1) Any claimed violation relating to prohibited political activities;

(2) Actions relating to retirement, life insurance, or health insurance;

(3) A suspension or removal accomplished in the Interest of National Security under 5 U.S.C. 7532;

(4) Grievances concerning the classification of any position which does not result in the reduction of **grade** or pay of an employee.

(6) Grievances concerning any examination, certification, or appointment;

- (6) Reduction-In-force actions appealable to the Merit Systems Protection Board;
- (7) Non-selection for promotion from a group of properly ranked and certified candidates;
- (8) Matters which are appealable In another forum (MSPB, FLRA, EEOC, etc.);
- (9) Furloughs;
- (10) Pay issues relating to hourly rate and salary;
- (11) Written notices of proposed actions;
- (12) Non-adoption of suggestion or disapproval of honorary/monetary performance awards;
- (13) A grievance or complaint processed and decided by other than the negotiated grievance procedure;
- (14) Separation of probationary and temporary hires;
- (15) Matter which will not provide personal relief.

17.4. The parties agree that allegations of nongrievability or nonarbitrability of a grievance will be raised by the a time a Step 2 decision is rendered. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability and arbitrability shall be referred to arbitration as a threshold Issue in the related grievance. If the arbitrator decides the issue is grievable/arbitrable, the merits of the issue will then be decided by the arbitrator. Conversely, if the arbitrator decides the issue is not grievable/arbitrable, the case will be considered closed and the arbitrator will not go into the merits.

17.5. Time limits specified in this Article may be extended only by mutual consent of the parties. Failure of the party receiving timely grievance to observe time limits any step of the grievance procedure will entitle the grievant to advance to the next step. Failure of a grievant to observe such time limits will constitute abandonment of the grievance.

17.6. The following procedures will apply in processing grievances covered by this Article. Any grievance not presented within fifteen (15) workdays of the date of the occurrence shall not be presented or considered at a later date unless the Union or employee can prove that Employer withheld the grievance Information under this Article.

a. Step 1 - An employee and his/her representative, if any, shall first discuss his/her complaint informally with his/her supervisor within 16 workdays after the act or occurrence, or the date the employee became aware of that act or occurrence, from which the complaint arose, in an attempt to resolve the grievance. The employee shall inform the supervisor and President/Executive Vice President in writing (format at Appendix A), of the details of the complaint which will include the date of the incident, applicable provisions of this Agreement which are relevant to the grievance, and the remedy desired. If the issues raised are outside the supervisor's authority and responsibility, he/she must contact the official(s) who may be able to help. The supervisor will review the situation and reply in writing to the employee within ten workdays thereafter. The Union and the Employer agree that every reasonable effort will be made to mutually resolve grievances at this informal level.

b. Step 2 - Should the decision at Step 1 be unacceptable, the employee may submit the grievance in writing to the Director within seven (7) workdays after receipt of the Step 1 decision. The written grievance shall contain the details of the complaint, the date the incident occurred, applicable provisions of this Agreement which are relevant to the grievance, the date of receipt of the informal decision and the remedy desired. A statement of matters unresolved by the supervisor's decision and any additional pertinent information shall be added, along with a written designation of the grievant's representative, if any within ten (10) calendar days after receipt of the grievance, the Director will set up a meeting between the employee, the employee's representative, and the supervisor. The Director will **prepare a memorandum for record (MFR)** which briefly summarizes the grievance, the considerations given it, the conclusions reached, and the course of action decided on during the meeting. All parties will be given a copy of the MFR within seven (7) calendar days after the meeting is completed. The MFR will either be sent by Certified Mail or a personal presentation will be made.

Step 3 - If the grievant (or the Union in case of Union grievances) is not satisfied with the decision issued at Step 2, and if he/she chooses to pursue the matter further, he/she must, within five (5) workdays after receipt of the Step 2 MFR, submit two copies of the written grievance through the Civilian Personnel Advisory Center to the Commander (or designee), as appropriate, for review.

Upon his/her review, the Union and the grievant will be allowed equal time at a joint meeting to present oral argument to the Commander or his designated representative. A decision may be made at that meeting, followed by written confirmation. When that is not possible, the employee will receive a written decision within ten (10) workdays. This timeline may be extended by mutual consent of both parties.

Step 4 - If the grievance is not satisfactorily settled at Step 3, the Union may refer the matter to arbitration in accordance with Article 18. An employee may

not request arbitration, and arbitration of a grievance does not require the approval of the employee(s) Involved.

e. At any step of the grievance procedure, both parties shall have the right to call a reasonable number of relevant witnesses. Witnesses who are employees in the unit shall suffer no loss of pay or leave for the time spent in attendance at such proceedings.

f. If at any point in this grievance procedure the employee decides that the matter has been resolved to his/her satisfaction, the decision shall be final and neither the Employer nor the Union shall take further action concerning the grievance.

g. At any step of the grievance, the employee may voluntarily elect to use the Alternative Dispute Resolution (ADR) system. In using this system, if a settlement is reached **between** the employee's designated representative and supervisory official, it will be final and binding on all parties.

17.7. Because of the formal nature of the actions Involved and the consideration given to the employee's position, grievances Involving the following Issues may be filed at Step 3 within fifteen (15) days of the decision or occurrence being grieved:

- a. Request for withdrawal of a letter of reprimand;
- b. Grievances stemming from a suspension for fourteen (14) days or less;
- c. Grievances over management-directed reassignment;
- d. Grievances Involving dissatisfaction with employee performance ratings.

The grievant bears the burden of proving that his or her performance warrants a higher rating than the one officially assigned.

17.8. A grievant is not entitled to use Government resources, such as typing assistance, word processing centers, supplies or material in preparing a grievance.

17.9. A grievance will be canceled without decision upon termination of the employee's employment with the activity or upon the death of the employee, unless monetary value is involved.

17.10. Should a grievance arise between the Employer and the Union, which falls within the scope of this Agreement and which is not an Individual employee's grievance, the matter shall be resolved in the following manner. The complaining party will notify the other party of the grievance in writing within fifteen (15) workdays after the act or specific incident giving rise to the grievance, or from the time the Union has knowledge of the matter. Within ten (10) days of such notification, the complaining party will schedule a meeting between the parties to attempt to resolve the matter. When the complaining party determines that further discussion(s) cannot resolve the grievance, that party will so advise the other party in writing within ten (10) days after the most recent discussion. Within twenty (20) days of this advice, the complaining party may request arbitration in accordance with Article 18.

## ARTICLE 18

### MEDIATION AND ARBITRATION

18.1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, within ten work days of the final grievance decision, both parties, by mutual consent may request mediation before the Federal Mediation and Conciliation Service (FMCS), or one party may Invoke arbitration. Both parties must **agree** to follow FMCS procedures for mediation. Should FMCS deny the parties request to conduct grievance mediation, either party may, within ten (10) workdays of the denial by FMCS of grievance mediation, invoke arbitration.

18.2. Within five (6) days of a request for arbitration, the moving party shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) Impartial persons qualified to act as arbitrators. If agreement cannot be reached, the parties will alternately strike names from 'the list until one name remains. The remaining name shall be duly selected as the arbitrator except that the moving party shall request from the FMCS a new list if the remaining arbitrator is mutually unacceptable to the parties.

18.3. The arbitrator shall not have the authority to change, alter, modify, or deviate from this Agreement, or the published policies and regulations of appropriate authorities.

18.4. The arbitrator will be requested to render his/her opinion and Award within

thirty (30) days. The opinion and Award will be mailed on the date of the award with on (1) copy to the employer and one (1) copy to the Union.

18.5. The arbitrator's fee and expenses of the arbitrator, if any, shall be borne equally by the Employer and the Union. After an arbitration date has been mutually agreed upon, the party requesting a postponement will be responsible for the postponement fees.

18.6. The arbitrator's award is binding on the parties except that either party may file exceptions to the award with the Federal Labor Relations Authority (FLRA) for review under regulations of the Authority. Excluded from the FLRA review procedure are actions covered by 5 USC 4303 and 5 USC 7512, which are subject to judicial review only. When a timely exception is filed, implementation of an award is stayed (postponed) until such time as the Authority or courts render a final decision.

## ARTICLE 19

### SICKLEAVE

19.1. The Union Joins the Employer in recognizing the value of sick leave and agrees to encourage employees to conserve such leave so that it will be available to them in case of extended illness and to use sick leave wisely and properly.

19.2. Employees will earn sick leave in accordance with applicable laws and regulations.

19.3. Sick leave will be granted to employees when they (a) are incapacitated for the performance of their duties by sickness, injury, pregnancy and confinement; (b) receive medical, dental or optical treatment or examination; (c) are required to give care and attendance to a member of the employee's immediate family who is afflicted with a contagious disease, and defined in governing regulations; (d) when the employee would jeopardize the health of others by his/her presence at work because of exposure to a contagious disease; or (e) are participants in the Family Friendly Leave Act Program (FFLAP).

19.4. Sick leave for prearranged medical, dental, and optical appointments shall be requested at least two (2) workdays in advance of the date of appointment. Employees are encouraged to secure appointments outside their duty hours for medical, dental, or optical examination and/or treatment. Employees on Alternate Work Schedule (AWS) will, where possible, schedule medical appointment(s) during AWS off days. The two (2) workdays advance notice requirement may be waived in individual cases where the employee was prevented from giving such notice for reasons beyond his/her control. In such cases the employee will request leave as far in advance as possible.

19.5. When incapacitating sickness or injury prevents an employee from reporting to work as scheduled, he/she will request emergency or unplanned sick leave by

notifying the immediate supervisor as soon as possible but no later than two (2) hours after the employee's scheduled time for reporting for duty on the first day of the absence, except as indicated below. The employee is required to call in every day thereafter within the first two (2) hours of the beginning of the scheduled work shift unless it is known and approved by the supervisor in advance that the absence will last longer than one day. In work organizations where overlapping shifts are in effect, employees are required to call in no later than the beginning of their scheduled work shift to request leave, barring circumstances beyond the control of the employee.

19.6. Periods of absence on sick leave in excess of three (3) consecutive working days will normally be supported by a medical certificate to be filed upon the employee's return to duty. In case of extended absences beyond 10 workdays, employees will submit a doctor or other appropriate medical statement as required by the Employer.

19.7. Employees normally shall not be required to furnish a medical certificate to support an application for sick leave of three (3) workdays or less. In individual cases, a certificate may be required where there is reason to believe the employee is abusing sick leave. The employee will be advised in writing that all future absences for sick leave must be supported by a properly executed medical certificate. Letters requiring a medical certificate for each absence shall periodically be reviewed for the purpose of determining whether such requirement can be eliminated. When the supervisor determines that the requirement is no longer necessary, the employee shall be notified in writing.

Official written notice of abuse of sick leave privileges shall not be issued when the absences claimed have been documented with properly executed doctor's certificates, unless evidence exists to indicate that the sick leave privilege was, in fact, abused.

19.8. Sick leave may be advanced to employees in cases of serious disability or ailments, when the employee has exhausted all compensatory time, accrued sick leave, and annual leave subject to forfeiture, in accordance with governing regulations. There must be a reasonable assurance that the employee will return to duty and subsequently accrue sufficient sick leave credits to liquidate the amount advanced. Sick leave advanced to an employee shall not exceed 30 days at any given time. A written request from the employee must be made for advancement of sick leave and will include a medical certificate stating the period of incapacity for duty and the nature of serious disability or ailment when it is known that the employee is to be retired or where it is anticipated he/she is to be separated, the total advance, if any, will not exceed an amount which can be liquidated by subsequent accrual prior to separation. Employees serving under temporary appointments or under probationary periods will not be advanced sick leave to exceed an amount which it is reasonably assured the employee

will earn for the duration of the temporary appointment or probationary period.

19.9. Approved absence otherwise chargeable to sick leave may be charged to annual leave at the employee's request. However, leave approved and taken as sick leave will not be retroactively charged to annual leave, except as authorized by governing regulation.

#### FIREFIGHTERS:

19.10. Firefighters will call in one (1) hour before shift starts and Inform the officer in charge as to the need of sick leave. The firefighter may call in the night before his/her shift If he/she Is on medication or sick enough where he/she may not get up In time to call before the one (1) hour shift requirement. The Officer In charge is responsible to ensure that adequate manpower for the oncoming shift is established and the scheduling of overtime, if needed. The Officer in charge is responsible to inform the oncoming Officer in charge of who called in, reasons why, time called in and action taken. This Information will be documented into the log book. The on-coming Officer in charge will be responsible to record the sick leave of the firefighter on the proper forms. Failure to call in more than three (3) times, within a calendar year, before the one (1) hour shift start requirement could result in disciplinary action.

19.11. On extended sick leave (more than seven calendar days), It Is the responsibility of the firefighter to inform his/her superior officer of his/her status and possible date of return every seven days. It may be required from employee on extended sick leave to obtain and submit a doctor's certificate stating the reasons for the extended sick leave. The Officer in charge is responsible to document the date and times when the firefighter calls in to report his/her status. The firefighter will submit a medical certificate justifying sick leave over three (3) duty days to his/her superior upon return to work. Firefighters who fail to comply with the requirements for medical certifications shall be placed in leave without pay or absent without leave status.

19.12. When a firefighter is sick or injured while on duty, he/she shall notify his/her Superior Officer Immediately. If sick during normal working hours, he/she will be required to report to the Health Clinic for an analysis and then report back to his/her Superior Officer with the Health Clinic's result and recommendations. After duty hours, the supervisor will make Judgment to determine if the employee needs a medical excuse from work or to return to work.

19.13. It is the responsibility of each Assistant Chief to review each firefighter's sick leave usage to review frequent short term absences that may be a sign of possible abuse of sick leave regardless the firefighters leave balance. The Assistant chief will report to the Fire Chief with documentation of "possible sick leave abuse" for possible corrective action to be taken. Employees who have used more than 120 hours within the calendar year of unsupported sick leave will be counseled (Personnel on 56 hour work week would be 40 hours within calendar year). Personnel on 56 hour work week would be 56 hours within calendar year.

## ARTICLE 20

### ANNUAL LEAVE

20.1. Employees shall earn and be granted annual leave in accordance with applicable laws and regulations. The taking of annual leave is the right of the employee subject to the right of the supervisor concerned to approve and fix the time at which leave may be taken.

20.2. Except for emergency situations, employees will request annual leave in advance. Annual leave will be approved and scheduled by the supervisor to the extent permitted by local work conditions.

20.3. Request for annual leave for emergency reasons will be considered on an individual basis and granted when working conditions warrant. Employees are responsible for notifying his/her immediate supervisor of a request for emergency leave as soon as possible but normally not later than two (2) hours after the start of his/her work shift, except in those work organizations where overlapping shifts are in effect. In these activities employees are required to call in no later than the beginning of their scheduled work shift to request leave, barring circumstances beyond the control of the employee, e.g., traffic accidents, etc. The employee shall state the reasons for the request and the approximate time he/she anticipates being absent from work. Bona fide emergency leave will normally be granted consistent with workload requirements, and provided the supervisor has no reason to believe the employee is abusing this privilege. Such reason will be kept confidential between the employee and the supervisor and will not be discussed by the supervisor except with those persons who have an official need to know. The supervisor will advise an employee denied emergency leave of the specific reason for the denial upon request. If the employee is unable to report as expected once emergency annual leave has been approved, he/she will make further contact with the supervisor, explaining the reasons for the delay and requesting additional leave.

20.4. Supervisors will make reasonable efforts to prevent forfeiture of leave. However, it is the employee's responsibility to plan and request leave in a timely fashion in order to preclude the likelihood of end of the year forfeiture.

20.5. Any employee having annual leave to their credit and eligible to use such leave may apply for annual leave on any workday which occurs on a religious holiday associated with the religious faith of the employee. Leave for such purpose will normally be approved unless mission accomplishment would be adversely affected.

20.6. A male employee may be granted annual leave or leave without pay for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons, workload permitting.

20.7. An eligible employee who does not have annual leave to his/her credit may be advanced annual leave in accordance with governing regulations. Such leave will not exceed an amount which the employee could accrue during the current leave year.

20.8. An employee may provide annual leave to other employees under the Leave Transfer Program.

#### FIREFIGHTERS:

20.9. The annual leave policy for the Forts McPherson/Gillem Fire Department will consist of three (3) sections:

a. First round leave -Jan 1 to Jan 15; Holiday Leave (Christmas, 4<sup>th</sup> July, Thanksgiving).

b. Second round -Jan 16 to Jan 31; covers second round selection except for holidays.

c. Open season - general leave, first come, first serve basis.

20.10. Leave selections will be offered as the 1<sup>st</sup>, 2<sup>nd</sup> and open season, taking

applications from 1 Jan to 31 Jan. From the time of offer the employee will have ten (10) calendar days to turn in their choice of leave. After the ten (10) day time limit the employee forfeits their first round selection so that the Shift Leaders may be able

to schedule others before the 31<sup>st</sup> of the month Assistant Chiefs and Inspectors will not be counted as manpower during the 1<sup>st</sup> and 2<sup>nd</sup> leave selections.

20.11. First round leave (holiday leave) will continue in a rotation forum established by in-house seniority with the following guidance:

a. Only one (1) holiday off per person will be allowed during the first choice selection. Exception will be after everyone has taken their choice of holiday leave, then if opened, it will fall under the open season leave category. Personnel authorized maximum use-or lose-leave cannot select holiday unless it is their turn or open season.

b. More than one (1) person may be off as long as the minimum manpower set forth of four (4) persons per station is maintained. No overtime on holidays off.

c. A list will be maintained by an assigned Assistant Chief of the holiday rotations through the past years in order to provide a fair and equitable chance of having a holiday off.

d. The maximum and minimum amount of leave to be taken for holidays will be the same as the first choice leave selection.

20.12. Open season leave selection will be offered after the 1<sup>st</sup> & 2<sup>nd</sup> leave selection has been selected and will be on a first come, first serve basis. If two (2) personnel have selected the same day off, the leave will be granted to the first request.

a. Leave must be requested fourteen (14) days in advance of date required, unless it is an emergency or an unscheduled event (the assigned Assistant Chief will approve open leave on a case by case evaluation).

b. Log keeping of open season leave will be maintained by the assigned Assistant Chief. Each Assistant Chief will handle leave scheduling of employees assigned to them.

20.12. Annual leave will be offered to an individual on his/her in-house service time. The number of personnel off on annual leave, will be one person per shift. Bearing in mind that the minimum manpower standard set forth is four (4) personnel on duty. The minimum manpower may be established by the Chiefs discretion for operational goals and objectives (this could include special events, etc.).

20.13. Scheduled annual leave must be submitted to the Shift leaders or designated Officer for approval in writing (SF 71), fourteen (14) calendar days prior to leave taken, unless established as an emergency or special unscheduled event. The assigned Assistant Chief will evaluate and approve/disapprove this leave. This includes leave for vacations, schools, reserve weekend drills, and so on. This will enable the Shift Leaders to make appropriate changes in the work schedules and overtime scheduled if authorized and funded. Exception to this would be for emergency leave, which is classified as personal circumstances beyond the employee's control.

20.14. Shift Leaders will follow the above guidelines as well as ensuring that all firefighters adhere to this policy. Inspectors will follow the above leave guidance with the exception to the requirement of the four (4) person engine company. There will be only one (1) Inspector off on annual leave at any given time, unless approved by Assistant Chief of Prevention for emergencies or unscheduled events.

#### ARTICLE.21 EMPLOYEE SERVICES

21.1. The Employer agrees that any employee in the unit who is eligible for retirement will be afforded retirement counseling upon request. The employee is responsible for arranging a definite appointment for this purpose.

21.2. If the Employer determines it to be In the Government's best Interest and upon recommendation of the Employer's Preventive Medicine Medical officer, and approval by the Commander, Lawrence Joel Army Health Clinic, Immunizations may be administered to employees In accordance with governing regulations.

#### ARTICLE 22

##### OFFICIAL PERSONNEL RECORDS

22.1. The Official Personnel Folder (OPF) of each employee will be maintained by the servicing Civilian Personnel Operations Center (CPOC) In accordance with governing regulations. Employees will be advised periodically of the location of their OPF and of their right to review It

22.2. Employees have a right and a responsibility to update their Personnel Folders as necessary to document experience, education, and training. Any records In the OPF which have not been or cannot be made available to an employee for his/her review cannot be used as a basis for disciplinary action against the

employee. All official personnel records shall be purged and Information disposed of in accordance with governing regulations, or offered to the employee.

22.3. A copy of official records personally Identified to the employee which have not been previously furnished to the employee will be furnished upon request at no cost, to the extent applicable by law or regulation. However, the Employer retains the right to charge for repetitive requests In accordance with governing regulations or when the cost of reproduction would be prohibitive.

22.4. Employees will be allowed to review their own medical records which are maintained by the Employer upon request, unless a medical officer determines that such disclosure would be harmful to the mental or physical health of the Individual. In such cases, the medical record(s) will be released only to an employee's representative designated in writing.

## ARTICLE 23

### ENVIRONMENTAL DIFFERENTIAL PAY

23.1. When the Union considers that there is a need to establish an additional category for which an environmental differential should be paid, it will notify the Employer of its recommended changes and Include information which shows clearly that the hazard, physical hardship or working condition which results from that exposure is of an unusual nature. The degree to which the employee is exposed and/or the control exercised over the hazard, physical hardship, or working conditions; and the rate of environmental differential recommended to be established.

23.2. As soon as possible following receipt of the proposal, the parties will meet for the purpose of developing a joint request to establish the new category. If the parties cannot agree upon a joint request, the Union may utilize the negotiated grievance procedure for resolution.

## Article 24

### LOCALITY WAGE SURVEYS (Wage Grade)

24.1 The Union President will be notified as soon as possible following receipt of a notice scheduling a local wage survey at Forts McPherson and Gillem. New wage schedules developed as a result of wage surveys will be provided the Union as

soon as practicable following receipt.

24.2. Upon confirmation that the Union is entitled to be represented on the local wage survey committee, the Union will nominate the number of data collectors and alternates requested by the committee chairperson. Prior to nominating employees, the Union will insure that nominees are willing to serve and meet the knowledge and ability requirements as set forth in applicable regulations. Unless unusual workload requirements prohibit such release, employees who are nominated and accepted as data collectors will normally be released by their supervisors for the period of time needed to participate in the survey process. Reasons for denial of an employee to serve as a data collector will be furnished the Union upon request

24.3. Union representatives who are approved members of the Locality Wage Survey Committee or who are data collectors will be in a duty status while actually participating in the survey.

## ARTICLE 25

### POSITION CLASSIFICATION

25.1 Position job descriptions will be written based upon the major duties, skills, and responsibilities assigned to the position by the responsible supervisor and/or manager. Identical positions in the same classification within the same organizational unit will be covered by the same position description. The Employer will provide each new employee a copy of the employee's Job description as soon as possible, normally within two pay periods, after reporting to a new position. Following a substantial change in the Job description, the employee will be furnished a copy of the revised Job description as soon as possible after the job description has been finalized.

25.2. When the term "performs other duties as assigned" is used in a position description, the term will normally mean minor tasks which are reasonably related to the position and are of an incidental nature. However, this does not preclude the Employer from assigning unrelated duties on occasion.

25.3. To assure that grades are appropriate for the work currently being performed by employees in the unit, the Employer will conduct periodic reviews of such grades throughout the unit. Any permanent change of major duties will be reported to the personnel office as soon as possible after the change in assignment of duties occurs.

25.4. An employee In the unit who believes that their current position duties being performed Is Improperly classified will, first advise their supervisor of the dissatisfaction and request Information as to the basis for the classification of the position. If employees are not satisfied with the explanation received, they may request additional information from the appropriate representative of the personnel office in an effort to resolve the employee's dissatisfaction informally. If the employee advised the personnel office representative that he/she is still dissatisfied, he/she will be advised of the procedures for filing a classification appeal. An employee may designate a representative of his/her choosing to assist in the appeals process, In accordance with governing regulations.

25.5. When a unit employee flies a formal classification appeal and the Union is not representing the employee, the Union will be informed of the title, series, grade, and organizational unit of the position involved.

25.6. When there is an adverse impact on the grade of a position in the bargaining unit as a result of a classification action, the Union will be informed in advance of notification to the affected employees.

## ARTICLE 26

### DETAILS AND TEMPORARY PROMOTIONS

#### 26.1. Details.

a. A detail is the temporary assignment, normally 30 days or longer in duration of an employee to a different set of duties for a specified period of time with the employee returning to his/her regular duties at the end of the detail. When employees are detailed to another job, they will not be expected to perform their permanent Job also. There may be some limited duties of the permanent position that the employee will still have to perform, but the Employer will keep this to a minimum, consistent with important mission requirements.

b. Employees shall not be assigned to perform a different set of duties other than those of their official positions on an informal unrecorded basis for any period In excess of thirty (30) days. Details over 30 days will be documented with an SF-62/50.

c. Details for 120 days or less to perform duties of a higher level or in a different line of work shall be accomplished in accordance with applicable law and

regulations

d. Employees detailed to duties outside of their regularly assigned Branch can be rotated in a fair and equitable manner.

e. Details of employees of more than 120 days to a higher grade position or to a position with known promotion potential will be made under competitive promotion procedures. Competitive promotion procedures will be used if after completing the detail the employee will have spent more than 120 days (prior service under both previous details and temporary promotions included), in higher grade positions or in positions with known promotion potential during the preceding year.

## 26.2. Temporary Promotions.

a. A temporary promotion is the assignment of an employee by formal personnel action, and appropriate change in pay status, to perform duties of a higher graded position for specified periods of time. The selectee must meet the minimum qualification standards for the position and assume the full scope of the grade at the higher grade level.

d. Competitive merit promotion procedures will be used for any temporary promotion in excess of 120 consecutive calendar days, and in accordance with applicable laws, regulations, and policies.

## ARTICLE 27

### REDUCTION IN FORCE

27. All Reduction-In-Force (RIF) actions will be accomplished in accordance with applicable regulations, laws, and policies. It is the desire of both Management and Labor to work as full partners to minimize impacts.

## ARTICLE 28

### OVERTIME

28.1. The decision as to whether overtime is required is an acknowledged function of the Employer. When overtime is required of bargaining unit employees, it will be equitably distributed among employees within the same Job classification within the work group. As a general rule, first consideration for overtime shall be given to those employees who are currently assigned to the Job. Second consideration will be given to those other employees qualified to do the job. It is recognized that certain factors may cause imbalances in the equitable distribution of overtime, i.e., peculiar skill requirements, security clearance, etc. Supervisors will give consideration to relieving an employee from a requirement to work overtime upon receipt of a valid reason from the employee and provided the requirement can be met by other qualified employees; however, the final determination as to which employee will work is a management decision. Any complaint or disagreement on the distribution of overtime will be processed in accordance with the negotiated grievance procedure.

28.2. Employees required to work overtime will be notified as soon as possible. When possible, the Employer will give at least two days notice prior to schedule overtime. The Union recognizes that there will occasionally be situations in which little or no advance notice can be given.

28.3. Employees who are called back for a period of overtime unconnected with their regularly scheduled tour are entitled to a minimum of two (2) hours overtime pay if less than two hours overtime is worked. If more than two hours is worked, the employee will be compensated for the actual number of hours worked at appropriate overtime rates.

#### FIREFIGHTERS.

28.4. All Firefighters' overtime will be covered by applicable laws, rules, and policies pertaining to firefighters.

#### ARTICLE 29

##### UNFAIR LABOR PRACTICE

29.1. The Employer and Union agree that the resolution of complaints that arise under 6 USC 7116, Unfair Labor Practices (ULP) shall be handled informally and between the parties.

29.2. The parties agree that when it is desired to serve notice on the other for an unfair practice, such notice will be in the form of an ULP charge. The notice will clearly identify the issue(s) or actions which prompted the complaint. The ULPs asserted by the Union shall be served on the Labor Relations Officer (LRO). Unfair Labor Practices asserted by the Employer shall be served on the Union President or the Executive Vice President.

The parties will act promptly and earnestly to solve the issue(s) through the Informal process. The IRO and other management official, and the Union President and/or his designee will meet within 10 days to discuss the UIP charge. This time may be extended by mutual agreement.

## ARTICLE 30

### IMPACT AND IMPLEMENTATION BARGAINING

30. The Union retains the right to conduct impact and implementation (I&I) Bargaining as provided for in 5 USC 7106. The Employer agrees to staff to the Union through the Labor Relations Officer (LRO) all changes in personnel policies, practices and procedures that affect the working conditions of bargaining unit employees prior to implementation of those changes. The Union will be allowed fourteen work days to review the changes to determine if I&I Bargaining will be valid.

## ARTICLE 31

### TOBACCO USAGE

31.1. The use of tobacco products (i.e., cigarettes, cigars, pipes, snuff, chewing tobacco, etc.), is prohibited in all workplaces, in all military vehicles and aircraft and all official vans and buses. The workplace includes any area inside a building or facility where work is performed by military personnel, civilians, or persons under contract to the Army, except for recreational facilities where tobacco use areas might be designated. The employer will provide designated outdoor tobacco usage areas, which would afford a reasonable measure of protection from the elements in accordance with Department of Defense (DOD) policies. The designated areas will conform to DOD policy.

## ARTICLE 32

### DURATION OF AGREEMENT

32.1. This Agreement will remain in full force and effect for five (5) years from the date of approval. However, not more than 105 nor less than 60 days prior to the expiration date, either party may notify the other of its desire to renegotiate this Agreement. The current Agreement will remain in full force and effect during any such renegotiations until a new Agreement is approved. If neither party serves

notice to renegotiate the Agreement in accordance with the provisions of the Article, the Agreement will be automatically renewed for one year intervals.

32.2. During the duration of this Agreement, amendments may be required due to changes in applicable law, Executive Order, regulations or policies of appropriate authority, which impact substantially on bargaining unit employees. In such event, the parties will meet for the purpose of negotiating new language to satisfy mandatory requirements.

32.3 Negotiations may be opened for amendment(s) of the Agreement by mutual consent of both parties at any time. Request for such amendment(s) by either party must be written and must contain a complete summary of the amendment(s) proposed. If the parties mutually agree that negotiations are warranted, they will proceed to negotiate in accordance with procedures agreed upon at that time.

32.4. This Agreement shall terminate automatically effective on the date it is determined by appropriate authority that the Union is no longer entitled to exclusive recognition.