

**AGREEMENT  
Between**

**U .S. ARMY COMBINED ARMS SUPPORT COMMAND AND FORT LEE  
FORT LEE, VIRGINIA**

**and**

**LOCAL R4-27  
NATIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES**

**Effective Date**

**8 January 1992**

**PREAMBLE**

In accordance with the provisions of The Federal Service Labor-Management Relations Statute, the following Agreement is entered into between the U.S. Army Combined Arms Support Command and Fort Lee, Fort Lee, Virginia; the U. S. Army Medical, Department Activity, Fort Lee, Virginia; the U.S. Army Information Systems Command, Fort Lee, Virginia; the U.S. Army Commissary, Fort Lee, Virginia; the U.S. Army Troop Support Agency, Southeast Commissary Region, Fort Lee, Virginia; hereinafter referred to as the Employer, and the National Association of Government Employees, Local R4-27, hereinafter referred to as the Union.

**WITNESSETH**

In consideration of the mutual covenant herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal service and the well-being of employees within the meaning of The Federal Service Labor-Management Relations Statute to establish a basic understanding relative to personnel policies, practices, and procedures and matters affecting other conditions of employment, and to provide means of amicable discussion and adjustment of matters of mutual interest.

WHEREAS, the Union agrees to support the Employer in his efforts to eliminate waste; combat absenteeism; conserve materials and supplies; insure timely completion of work; improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents and promote the development of good will among the Employer, the Union employees and local community. The Union agrees to publish periodic articles in their local and national news media stressing Union support of the above efforts.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1 - RECOGNITION AND BARGAINING UNIT DETERMINATION**

Section 1-1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Bargaining Units (as defined in Section 1-2 below). The Union recognizes its responsibility of representing the interests of all such employees without regard to employee without discrimination and without regard to employee organization membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions subject to the express limitations set forth elsewhere in this Agreement

Section 1-2. The recognized Bargaining Units to which this Agreement applies include:

- a. All eligible Wage Grade (WG) employees within the boundaries of the Fort Lee reservation of the U.S. Army Combined Arms Support Command and Fort Lee under the jurisdiction of the Commanding General, Fort Lee, Virginia; U.S. Army Information Systems Command under the jurisdiction of the Director, USAISC, Fort Lee, Virginia; and the

U.S. Army Health Services Command under the jurisdiction on of the Commander, MEDDAC, Fort Lee, Virginia. Excluded are management officials, professionals, employees engaged in Federal personnel work except in a purely clerical capacity, guards, and supervisors as defined in The Federal Service Labor-Management Relations Statute.

b. All General Schedule (GS) and WG employees of the U.S. Army Troop Support Agency, Southeast Commissary Region, Fort Lee Commissary Store, under the Jurisdiction of the Director, Southeast Commissary Region, within the boundaries of the Fort Lee reservation. Excluded are management officials and supervisors, employees engaged in Federal personnel work except in a purely clerical capacity, guards, professionals, and temporary employees (whose appointments are thirty (30) days or less).

c. All nonsupervisory, nonprofessional employees of the U.S. Army Troop Support Agency, Southeast Commissary Region, Fort Lee, Virginia. Excluded are all professional employees, management officials, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, temporary employees employed less than ninety (90) days.

## **ARTICLE 2 - APPROPRIATE MATTERS**

Section 2-1. Matters appropriate for consultation or negotiation between the Employer and the Union shall include personnel policies and practices and matters affecting working conditions so far as may be appropriate under applicable laws and regulations, including policies set forth in The Federal Personnel Manual (FPM), published Agency policies and regulations, and The Federal Service Labor-Management Relations Statute. However, the obligation to meet and confer does not include 71061, Title 7.

Section 2-2. For purposes of this Agreement, consultation is defined as mutual discussion either in writing or orally, of policies, programs and procedures related to working conditions of members of the Bargaining Unit which are within the discretion of the Employer in an effort to inform the Union of proposed changes related to the above. In the absence of compelling circumstances to contrary, the Employer will provide the Union with an advance copy of any proposed directive which effects changes to any existing personnel policies, programs, and procedures related to working conditions currently I effect which are covered by written directives or which are original directives effecting such matters. The advance copy will be sent to the Union president ten (10) working days prior to the date of implementation unless there are compelling circumstances preventing compliance. In such event, the Union President will be notified and furnished copies at that time.

Section 2-3. Either party to this Agreement desiring or having a need to consult with the other shall, if possible, give advance notice to the other party. Such notice may be a letter or phone call stating the subject to be discussed and the matter which generated the cause for discussion. Midterm negotiation (as opposed to consultation) may only be initiated by management, except that the Union may negotiate on matters related to management initiated changes in general conditions of employment.

Section 2-4. It is recognized that this Agreement is not all-inclusive and that certain working conditions specifically covered in the Agreement. It is agreed that this does not lessen but rather increases the responsibility of management to meet with the Union to discuss and consult on appropriate matters not originally covered in this Agreement.

## **ARTICLE 3 - PROVISIONS OF LAW AND REGULATIONS**

Section 3-1. In the administration of all matters covered by this Agreement, officials and employees are governed by:

- 1.Existing or future law;
2. Published government-wide regulations, Agency policies and regulations in existence at the time the Agreement was approved; and
3. Subsequently published Agency policies and regulations which do not conflict with the Agreement, which are agreed to by supplement written agreement, which are required by law to be applicable to prior existing agreements.

Section 3-2. The fact that the Union agrees to published policies and regulations in existence at the time it is approved does not preclude the Union from meeting and discussing, upon request, on any Agency policy and regulation for the purpose of obtaining a greater understanding.

## **ARTICLE 4 - RIGHTS OF EMPLOYER**

Section 4-1. Management officials of the Agency retain the right, in accordance with applicable laws and regulations:

1. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and

2. In accordance with applicable laws:

- (a) To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce-in-grade or pay, or take other disciplinary action against such employees;
- (b) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
- (c) With respect to filling positions, to make selections for appointments from:
  - (i) Among properly ranked and certified candidates for promotion; or
  - (ii) Any other appropriate source; and
- (d) To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Nothing in this section shall preclude any Agency and any labor organization from negotiating:

- (1) At the election of the Agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology methods and means of performing work;
- (2) Procedures which management officials of the Agency will observe in exercising any authority under this section; or
- (3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

(NOTE: The negotiability of issues specified in this Article will be IAW FLRA Case Law.)

Section 4-2. The right to make rules and regulations shall be considered an acknowledged function of the Employer. In making rules and regulations relating to personnel policies, procedures and practices in matters of working conditions, the Employer shall give due regard and consideration to the obligations imposed by this Agreement and the provisions of The Federal Service Labor-Management Relations Statute and applicable rules and regulations.

## **ARTICLE 5 - RIGHTS OF EMPLOYEES**

Section 5-1. Employees shall have and shall be protected in the exercise of, the right, freely and without fear of penalty, reprisal or coercion, to join and assist the Union or to refrain from any such activity. Except as expressly provided hereinafter and in The Federal Service Labor-Management Relations Statute, the freedom of such employees to assist the Union shall be recognized as extending to participation in the management of Union and acting for the Union in a capacity of a Union representative including presentation of its views to officials of the Executive Branch, the U.S. Congress, or other appropriate authority.

Section 5-2. Employees have the right to communicate with the Union, the Commander, the Civilian Personnel Office (CPO), or management officials of higher rank than his/her immediate supervisor.

Section 5-3. Employees desiring to visit the CPO shall request permission of his/her immediate supervisor to do so. It is not necessary for the employee to explain his/her reasons for desiring the visit. Employees desiring to see any higher management personnel must use the chain-of-command. The Employer will take immediate action to arrange a convenient time for the employee to make the visit which will not disrupt the work schedule. If contact is desired with a particular individual, the Employer should arrange an appointment with that individual as quickly as practicable. Official time during working hours will be granted employees for these purposes.

Section 5-4. Employees have the right to file a grievance under this Agreement without interference, coercion, or threat of reprisal. An employee acting in an official capacity for the Employer shall not interfere with or attempt to interfere with the filing of such grievance, or threaten to take any act of reprisal against an employee because he/she has filed or expressed an intention to file a grievance under this contract.

Section 5-5. The Employer will take such action consistent with law or with directives from higher authority, as may be required in order to assure that employees are apprised of the rights and privileges provided in this Article, and that no interference, restraint, coercion or discrimination is practiced within the Bargaining Unit to encourage or discourage membership in the Union. All provisions of this Agreement shall be applied fairly and equitably to all employees within the Bargaining Unit.

Section 5-6. Any employee or group of employees in the Bargaining Unit may present grievances under the negotiated grievance procedure 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 opportunity to be present at the adjustment. An employee or group of employees in the Bargaining Unit, in filing a grievance under the negotiated procedure, may be represented only by the exclusive Union or by themselves.

Section 5-7. The Union will be given the opportunity to be represented at any formal discussion between any representative of the Employer and any employee in the Bargaining Unit or their representative concerning any grievance or any personnel policy or practices or any other general condition of employment; or any examination of any 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 Employer agrees that it will annually inform all employees of their rights under this section.

## **ARTICLE 6 - RIGHTS OF UNION**

Section 6-1. The Union, as the representative of all employees in the Bargaining Unit, shall have the right and responsibility to present its views to the Employer either orally or in writing. This will include any matter of concern which is appropriate for consultation/negotiations in accordance with Article 2 Appropriate Matters. If either party so requests, the Employer and the Union agree to meet promptly and to jointly make every effort to resolve the matter which created the concern.

Section 6-2. The Union shall have the right and shall discuss with the Employer any dispute or complaint concerning the interpretation or application of this Agreement, or any policy, regulations or practice now or hereafter enforced wherein the employer has discretion.

Section 6-3. The Union is entitled to submit to the Employer informational material for inclusion in the installation newspaper. Inclusion of such material will be subject to review for propriety, availability of space and newsworthiness as determined by the Employer.

Section 6-4. Representatives of the Union shall be given the opportunity to be present at any formal discussion between a representative of the Employer and one or more employees in the Bargaining Unit concerning any grievance or any personnel policy or practice, or other general conditions of employment. The right of the Union to be present during such discussions shall be subject to necessary requirements as to security and confidentiality of information. Further, the Union shall be given the opportunity to be present at any examination of an employee in the Bargaining Unit by a representative of the Employer 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.

Section 7-2. The number of stewards shall be those reasonably required, as determined by consultation between the Employer and the Union, to assure that each employee in the Bargaining Unit shall have reasonable access to a steward. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis a complete list of all elected officers, all other authorized union stewards, together with the specific organizational component within the Bargaining Unit in which each Union steward is authorized to act in behalf of the Union. Each steward shall normally restrict his/her activity to the specific office, department, division or organizational component in which he/she is authorize by the Union to act in its behalf. Exceptions to this will be on mutual agreement of Management and the Union.

Section 7-3. Reasonable time during working hours will be allowed Union representatives for attendance at meetings with the Employer. The Union stewards will be allowed reasonable time to confer with employees on appropriate matters directly related to working conditions within the Bargaining Unit as well as grievances. Whenever representational functions are being conducted during working hours, only that amount of time reasonable and necessary to bring about prompt disposition of the matter will be used.

## **ARTICLE 7 - UNION REPRESENTATIVES**

Section 7-1. Unless otherwise specific Article, the term "Union Representative" includes Union stewards and officers of the Union who representatives of the Union who are employees of the activity, or other appointed represent

Section 7-4. Solicitation of membership and activities concerned with internal management of the Union, such as activities involving other employee groups), collection of dues, assessments of other funds, membership meetings, and campaigning for Union office, will not be conducted during working hours.

Section 7-5. The Employer will make necessary arrangements for authorized local and national representatives of the National Association of Government Employees to visit the Employer at reasonable times on appropriate business. Union shall notify the CPO as early in advance as possible prior to national representatives visiting activities.

Section 7-6. Commensurate with the provisions of this Agreement, Management shall not interfere with, restrain, or coerce recognized Union representatives in the exercise of their rights assured by The Federal Service Labor-Management Relations Statute nor shall Union representatives be denied any right or privilege they are otherwise entitled to because of their serving as Union representatives.

Section 7-7. The number of union employees for whom official time is authorized shall not exceed the number of individuals designated to represent the Agency for contract negotiation. Employee Union negotiators may elect to have the period of time not covered charged to either annual leave or leave without pay. Time spent in negotiations applies to the total negotiation process from preliminary meetings on ground rules through all aspects of negotiations, including mediation and all impasse resolution processes, if needed.

Section 7-8. The Union will be accorded representation during administration and conduct of locality wage surveys as specified in FPM 532-9.

Section 7-9. The Union has a right to be represented at discussions between Management and employees or employee representatives concerning individual employee grievances under the negotiated grievance procedure.

## **ARTICLE 8 - OFFICIAL TIME**

Section 8-1. The Employer agrees to recognize NAGE officials, local officials of the Union, Union stewards, and other authorized representatives designated by the Union. The parties recognize that the utilization of official time, by the employee representatives in the conduct of labor-management business is in accordance with The Federal Service Labor-Management Relations Statute as it contributes to the effective and efficient conduct of public business by facilitating and encouraging the amicable settlement of disputes between employees and their Employer involving conditions of employment.

Section 8-2. A reasonable amount of official time will be granted to designated Union representatives in accordance with the provisions of this contract.

Section 8-3. A Bargaining Unit employee(s) who desires to use official time under this Article will be granted reasonable time to meet with Union representatives to prepare for and present grievances under the negotiated grievance procedure. Before leaving his/her work, the employee will obtain permission from his/her immediate supervisor, if available, or another appropriate supervisor. Permission will normally be granted at the time of request unless in the opinion of the supervisor concerned work requirements do not permit. In such cases, the Employer will indicate another time which will be convenient. Time of departures and return to work will be reported in each case to the appropriate supervisor. In any situation in which Management delays the Union representative's or the employee's use of time as contained in this Article, Management will upon the request of the employee, extend locally controlled time limits relating to employee rights to redress actions for a time equal to the length of the delay. The employee(s) will report his/her return to work to his/her immediate supervisor immediately upon conclusion of use of time under this Article.

Section 8-4. The designated and authorized Union representatives may receive and investigate complaints or grievances from stewards' area of responsibility. Representatives of the Union shall not solicit complaints and grievances. Before leaving his/her work, the Union representative concerned will obtain permission from his/her immediate supervisor, if available, or another appropriate supervisor. The permission of the immediate supervisor of the person being contacted will also be obtained, if available, or if not, that of another appropriate supervisor. Permission will normally be granted at the time of request unless, in the opinion of either of the supervisors concerned, work requirements do not permit. In such cases the supervisor will indicate another time which will be convenient. Time of departure and return to work shall be reported in each case to the supervisors.

## **ARTICLE 9 - UNION TRAINING**

Section 9-1. The Employer will grant administrative leave to Union representatives within the Bargaining Unit to attend Union training relating to matters within the scope of The Federal Service Labor-Management Relations Statute, provided the subject matter of such training is of mutual concern of the Employer and to the employee in his/her capacity as an organization representative and the Government's interest will be served by the employee's attendance. Requests for Union representatives and officials to attend other meetings and briefings will be considered on an individual basis. Time will be allowed only when considered by the Employer to be warranted and within the intent of current Army regulations regarding excused time off. Except in very unusual circumstances, leave for these purposes will not be granted for more than eight (8) hours per year.

Section 9-2. Consistent with the needs of the Employer, applicable regulations, and upon advance written request, an employee elected or appointed by the Union to serve as a delegate to any Union activity shall be given special consideration for annual leave or leave without pay to attend such activity.

Section 9-3. The Employer shall recognize the bumping right and retreat rights of an employee on approved leave of absence in situations where the employee is affected by reduction-in-force (RIF) during his/her leave of absence.

## **ARTICLE 10 - UNION FACILITIES**

Section 10-1. The Employer will provide the Union with office space. The office space will be located near the majority of the employees within the Bargaining Unit and it will be capable of being secure when not in use.

Section 10-2. At the request of the Union and subject to safety and security regulations, suitable space will be made available for meeting of the Union during non-duty hours of the employees involved. The Union assumes the responsibility for loss and damage to the facilities and will restore them to the conditions that existed prior to use.

Section 10-3. The Employer agrees that literature and/or notices may be posted on official bulletin boards in the Bargaining Unit. Bulletin boards (minimum space two feet by three feet, designed as "Union Material") are furnished for the convenience of the Union, which is solely responsible for its material. The Union will designate where the bulletin boards will be placed in all shops. Management does not vouch for the accuracy or authenticity of the Union information, nor does appearance of the material on the board constitute endorsement by Management. Literature posted must not violate the law, the security of the activity, or contain scurrilous or libelous material

Section 10-4. The Employer agrees to give consideration to other services and facilities requested by the Union insofar as they are consistent with The Federal Service Labor-Management Relations Statute and applicable laws and regulations.

## **ARTICLE 11 - UNFAIR LABOR PRACTICE**

Section 11-1. The Employer and the Union agree that the resolution of complaints that arise under 5 U.S.C. 7116, Unfair Labor Practices (ULP) should be handled informally and between the parties. In an effort to resolve such issues, it is agreed that the informal resolution period shall consist of as a minimum fifteen (15) calendar days.

Section 11-2. If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. It is recognized however, that all time limitations prescribed FLRA regulations concerning the filing of ULP's apply and are not otherwise affected by the informal resolution period.

Section 11-3. All informal complaints will be filed, in writing with either the Employer ATTN: Civilian Personnel Officer; the President, NAGE, Local R4-27, or the National Union Representative concerned.

## **ARTICLE 12 - HOURS OF WORK**

Section 12-1. The basic tour of duty will consist of five (5), eight-hour days, normally Monday through Friday. The regular hours of work for all employees shall normally not exceed eight (8) hours a day, forty (40) hours a week. Normally, a shift will consist of eight (8) hours of work, uncommon tours of duty to cover a minimum of forty (40) hours per week, and shifts may be established, based on needs continuity of operations, maintenance, and work load obligations. Exceptions may be made when the Employer determined such exceptions to be in the best interest of the Government. There will be a half-hour, non-paid lunch period contained within an eight and one-half hour period. The work hours will be 0800 - 1630 hours with a half-hour lunch period. This section does not apply to employees participating in activity flextime or alternate work schedule (AWS) policies.

Section 12-2. When a change in established tours of duty is required, the employer agrees to notify the Union, the affected employee or employees in advance of the next administrative workweek if it is known that specific days and/or hours of a day actually required of any employee will differ from those required in the current administrative workweek.

Section 12-3. -Due consideration will Union's suggested changes in tours of duty at all levels of management, and the Union a request will be screened and closely examined prior to submission to insure that the mission of the Employer will not be impaired as a result of the suggested action.

Section 12-4. The Employer will grant employees short rest periods during the daily tour of duty. The rest period will be fifteen (15) minutes during each four (4) hours of continuous work. Rest periods will not, under any circumstances, be continuations of the lunch period nor may be taken immediately prior to quitting time. Rest periods will only with the criteria established Book 610. Rest periods will be granted consistent with the criteria established by AR 690-990-29.

Section 12-5. When manning irregular shifts, the Employer will consider volunteers. Assignments will be made by the Employers' determination of skills required.

Section 12-6. When management directs a 24-hour shift, it shall include actual work time and standby time which include time to eat and sleep. Standby time is time when the employee is not required to perform actual work and is free to eat, sleep, read, listen to the radio, or engage in other similar pursuits. An employee is performing actual work, rather than being in a standby status, when his/her full attention is devoted to his/her work, even though the nature made by an employee from the Bargaining of his/her work does not require constant activity. Actual work includes both work performed during regular work periods and work performed

when called out during periods ordinarily spent in a standby status.

Section 12-7. Employees will not be required to take a lunch period earlier than one (1) hours before or one (1) hour after the regularly scheduled period.

### **ARTICLE 13 - OVERTIME**

Section 13-2. Employer will make a reasonable effort to effect fair distribution of overtime among employees of a particular classification in work area consistent with the experience and qualifications of the employees available. It is understood that where special skills are required, employees normally performing the work possessing such skills will be assigned to the overtime work involved. Records of overtime worked by the employee shall be maintained by the employer in accordance with regulations. In the event of charge by an employee in the Bargaining Unit of alleged unfair distribution of overtime, the records employees of the same grade and classification, and others who worked overtime in the same work area as the complainant, shall be made available for review by the Union to the extent necessary to resolve the charge. Requests for these records by the Union shall be made only when a definite allegation of unfair distribution has been made by an employee from the Bargaining Unit.

Section 13-2. Employees called back in on an overtime basis outside their basic scheduled tour of duty will receive two (2) hours pay at overtime rate if they cannot be utilized for a minimum of two (2) hours after arrival.

Section 13-3. An employee who does not accept voluntary overtime, for the purposes of this Agreement in determining the equal distribution of overtime, the voluntary overtime not accepted will be counted as overtime worked.

Section 13-4. When an employee remains on duty beyond his/her regular work shift or is called back to work outside of his/her regular work shift the employee will be granted a fifteen (15) minute rest period during each continuous four (4) hours of work.

Section 13-5. WG employees may not accept compensatory leave for overtime worked.

Section 13-6. Employees who are required to work overtime, without prior notice in emergency cases, will be allowed one (1) phone call to their respective homes in the local area without cost to the employee. The local area is defined as within a radius of fifty (50) miles. The phone call will not exceed three (3) minutes duration.

Section 13-7. Management will provide time for meals for all employees working overtime beyond their regular eight (8) hour shift and every four (4) hours thereafter. When an employee does not know in advance that he will be working overtime, management will endeavor to assure that facilities are available for meals - If the nature of the work is such that it cannot be stopped or interrupted, the Employer will allow the food consumption to be on a work status basis.

Section 13-8. The scheduled lunch period shall be free from all duty obligations except for immediate and compelling emergencies which exist during the scheduled lunch period, whereas employees shall be in a work status immediately on resuming work.

### **ARTICLE 14 - HOLIDAYS**

Section 14-1. Regularly scheduled employees shall be entitled to the following legal holidays:

- a. First day of January
- b. Third Monday of January
- c. Third Monday of February
- d. Last Monday of May
- e. Fourth day of July
- f. First Monday of September
- g. Second Monday of October
- h. Eleventh day of November
- i. Fourth Thursday of November
- j. Twenty-fifth day of December

Any other day designated as a holiday by Federal statute or Executive Order.

Section 14-2. Employees assigned to regularly scheduled nightwork are entitled to night differential pay in accordance with applicable regulations on all days designated as holidays on which they are not required to work.

Section 14-3. Employees entitled to holiday pay who work on a holiday during their regular shift shall receive holiday pay computed in accordance with applicable regulation.

## **ARTICLE 15 - ANNUAL LEAVE**

Section 15-1. Employees shall earn annual leave in accordance with applicable laws and regulations. The Employer agrees to grant annual, when requested, leave consistent with workload requirements. A decision will be given as soon as possible, but not normally later than two (2) workdays after the receipt of the request for leave. Requests for emergency annual leave will be considered on an individual basis. The Union recognizes that approved leave will be subject to rescheduling or cancellation due to unforeseen developments of workload requirements.

Section 15-2. Employees will cooperate with supervisors by scheduling approximately 75% of annual leave by 1 February of each year. Management will cooperate by posting the tentative annual leave schedule not later than 1 April of each year. In event of a conflict of two (2) or more employees, the employee having the most seniority based on service computation date will be granted the leave. Exceptions to this may be determined by the supervisor where periods of choice leave, e.g., before or after a holiday, are involved. Leave may then be granted on a rotational basis.

Section 15-3. Any employee having annual leave to their credit may apply in advance for leave and each leave with pay shall be approved for any work days which occur on the employee's birthday or religious holiday associated with the religious faith of the employee, workload permitting.

Section 15-4. An employee taking approved annual leave for the last four (4) hours of the work day, and whose assigned lunch period begins prior to 1200 hours, will normally be permitted to work for the additional period of time necessary or through his/her lunch period as appropriate so that he/she may leave at 1200 hours, provided he/she can be gainfully employed in his/her regular duties.

Section 15-5. To assure that employees will not unintentionally forfeit annual-leave and to assure that the Bargaining Unit's mission will not be hampered by excessive absenteeism at the end of the leave year, the Employer shall, when considered necessary, schedule annual leave, giving the employee due consideration.

Section 15-6. Advance annual leave may be granted in accordance with applicable laws and regulations.

## **ARTICLE 16 - SICK LEAVE**

Section 16-1. Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations. The Employer and the Union recognize the value of sick leave and the importance of each employee in conserving it to the maximum extent possible as a means for assuring continuity of income during periods of illness and incapacitation from duty. In furtherance of that objective, the Union will assist the Employer by emphasizing the importance to each employee in the Bargaining Unit in conserving his sick leave.

Section 16-2. Sick leave records shall be made available only to supervisors of the employee; the employee; officials who review these records for official purposes; Civil or Federal courts when ordered by a subpoena; or upon consent of the employee it may be released to the Union, his/her personal representative, or his/her personal physician. In no event shall the Employer allow anyone other than the aforementioned to review employee sick leave records. The provisions of this section are governed by, and are to be administered in accordance with the Freedom of Information Act.

Section 16-3. Sick leave, if accrued, is appropriate for employees when they are incapacitated for the performance of their duties provided that employees not reporting for work because incapacitation for duty furnish notice to the Employer by telephoning their supervisor as soon as practicable (normally within two hours) after the beginning of their scheduled work shift; or where impracticable, notify by letter, card or telegram on the first day of the absence as verified by postmark or telegram date. In the notification, the Employer shall be furnished the employee's name and reason for absence and estimated duration of absence. If an employee finds that he will be absent beyond the original estimated time, he will report this to the Employer not later than the last day of the originally reported absence, indicating the reason for the continuing absence and the anticipated length. For notification by telephone, should the employee be unable to contact the supervisor who is normally notified, the employee will notify the next higher level of supervision. Such notification shall not in itself be justification for approval or disapproval of sick leave.

Section 16-4. Sick leave, as necessary, is appropriate if accrued for medical, dental, or optical examination or treatment. Sick leave for these purposes normally must be applied for in advance, in minimum amounts of leave necessary.

Section 16-5. Except as hereinafter provided, employees shall not be required to furnish a medical certificate to substantiate request for sick leave. This, however, does not prevent an official having authority to approve sick leave from requiring in unusual cases additional evidence to support requests for leave when it is believed reasonable to do so in the exercise of the Employer's administrative authority. It is agreed and understood that the Employer has the right to require that an employee furnish a medical certificate for each absence which he claims was due to incapacitation for duty on the following basis.

- a. If there is a discernible pattern of unannounced sick leave, absence on Monday and/or Friday, before or after holidays, or there is other reasonable evidence that the employee has abused sick leave privileges within the previous 12-month period.
- b. The Employer has counseled the employee in respect to the use of his/her sick leave and the employee's record subsequent to the counseling does not indicate improvement.
- c. The employee has been given written notice that he/she must furnish a medical certificate for each absence which he/she claims was due to illness.

Section 16-6. Written notices requiring that medical certificates be furnished will be reviewed within one (1) year of the date issued, and the employee will be notified of the results of the review. When it is determined that the requirement is no longer necessary, the employee will be advised in writing.

Section 16-7. Employees who are incapacitated for duty because of illness or disability may be advanced sick leave not to exceed thirty (30) days, provided that all accumulated sick leave and all annual leave in excess of a 30-day balance has been exhausted.

Section 16-8. Sick leave is appropriate if an employee furnishes administratively acceptable evidence showing that the employee's absence was necessary to care for a member of his/her family who was ill with a disease requiring isolation, quarantine or restriction of movement for a particular period by regulations of local health authorities.

Section 16-9. It is recognized that when an employee is given a light duty slip by a personal physician, the employer has the option to assign the employee light duty for a reasonable period of time, if feasible, as determined by the Employer.

Section 16-10. The Employer agrees when employees are sent home due to illness the absence will be charged to sick leave in accordance with regulations.

## **ARTICLE 17 - OTHER LEAVE**

Section 17-1. Employees may be granted leave without pay in accordance with applicable laws and regulations.

Section 17-2. Employees on approved leave without pay status shall accrue the rights and privileges including retirement benefits and coverage under Group Life Insurance and Federal Employee Health Benefit Program in accordance with applicable laws and regulations.

Section 17-3. Employee members of the Bargaining Unit who are elected or appointed to serve in the capacity of representatives or Officers of the Union which requires absence from work will be granted annual leave and/or leave without pay for a period of time not to exceed one (1) year, consistent with regulations and work load requirements. One (1) year extensions may be granted in accordance with pertinent regulations if any employee of the Union applies for and is granted leave without pay, the period of leave may not at any time thereafter be converted to annual or sick leave.

Section 17-4. Excused absence for registration and voting civil defense activities, military funerals and situations within administrative discretion will be in accordance with the FPM, along with other applicable regulations. Grievances over such matters are subject to the Agency grievance procedure.

Section 17-5. Bargaining Unit employees are encouraged to serve as blood donors and will be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site. If request to donate blood is approved by management, the excusal time for this purpose will be four (4) hours, except in unusual cases. Unusual cases is defined as a waiting period of time longer than sixty (60) minutes at the donor center. When the employee must travel a long distance, or when unusual need for recuperation occurs, up to an additional four (4) hours may be authorized.

## **ARTICLE 18 - COURT LEAVE**

Section 18-1. The Employer agrees that court leave, consistent with applicable regulations, will be granted for the purpose of performing jury duty, qualifying for jury duty, or as witness on behalf of the U.S. Government, DC, state or local Governments\* Before court leave is granted, an employee must present a copy of the official summons prior to the beginning of the service. It is

agreed that when an employee is excused from jury service or discharged in time that would permit return to duty for as much as one (1) hour of his/her normal workday, he shall do so. This does not preclude an employee from requesting annual leave or leave without pay under these conditions. Employees are not entitled to retain jury fee, except under conditions specified by law or applicable regulation(s).

## **ARTICLE 19 - MERIT PROMOTION**

This article is governed by the provisions of the Fort Lee Merit Promotion Plan, QMCENFL Reg 690-1-1.

## **ARTICLE 20 - DETAIL ASSIGNMENTS**

Section 20-1. For the purpose of this Article, the following definitions shall apply:

- a. Informal Detail: The temporary assignment of an employee for thirty (30) days or less without formal personnel action or change of pay status to duties other than those covered in employee's Official Job Description
- b. Formal Detail: The temporary assignment of an employee for thirty-one (31) days or longer with formal personnel action required, but without change of pay status, to duties other than those covered in his/her Official Job Description.

Section 20-2. The Employer agrees that unofficial details will be on a fair and equitable basis, consistent with employee qualifications and Employer requirements.

Section 20-3. No official detail will be made to evade the provisions of the Merit Placement and Promotion Program.

Section 20-4. Standard Form 52's for detail will be processed in accordance with appropriate Civilian Personnel regulations. A copy of the SF-52 or SF-50 will be furnished the employee concerned. Details will be made IAW applicable regulations. No employee shall be detailed to perform the duties of an established position of a higher grade within the Bargaining Unit in excess of sixty (60) days without being temporarily promoted, if qualified.

Section 20-5. It will be the responsibility of the Employee to maintain records of details of one (1) through thirty (30) days. When the total of such details exceeds thirty (30) days, the Employee may prepare a record of such details and this record may be submitted to the CPO for inclusion in the employee's OPF. Nothing in this Article shall prevent an employee from submitting to the CPO in connection with an application for Merit Promotion, or at other times, information that he/she believes has a bearing on his/her qualifications for future assignments. Experience not substantiated in the OPF needs to be reflected on a SF-172. Employees need to allow thirty (30) days from receipt by CPO for the SF-172 to be verified and posted in the OPF.

Section 20-6. Where use of a detail is not the most appropriate method, a temporary promotion shall be used to meet a specific need which will last for a limited period of sixty (60) days or more. If a temporary promotion of more than 120 days is made to a higher grade position, or to a position with known promotion potential, it must be made under competitive promotion procedures.

## **ARTICLE 21 - REDUCTION-IN-FORCE (RIF)**

Section 21-1. To avoid or minimize a RIF the Employer will consider adjusting the work force through reassignment or transfer of employees to available vacancies for which they are qualified.

Section 21-2. The Employer will notify the Union of the necessity for a RIF as far in advance as practicable and of the reasons therefore. The Employer will inform the Union of the affected competitive levels and the number of employees affected when this information is available. The Union will render its assistance in communicating to employees the reasons for a RIF.

Section 21-3. The Employer will notify the Union in advance of all contracting actions related to operation of the Headquarters which will displace or jeopardize the job security of employees in the Bargaining Unit.

Section 21-4. Employer will provide a specific written notice to each employee affected by the RIF, if released from their competitive level, at least sixty (60) calendar days prior to the effective date. The notice will state specifically what action is being taken, the effective date of the action, the employee's service computation date, and subgroup. It will describe the employee's competitive area and the competitive level and tell him/her why any lower standing employee is retained in his/her competitive level for more than thirty (30) calendar days. Rights of appeal to the Merit Systems Protection Board (MSPB) and time limits on such appeals will also be in the notice. An extra copy of this notice will be given to the employee.

## **ARTICLE 22 - REORGANIZATION**

Section 22-1. Reorganization is defined as the elimination, addition, or redistribution of major functions or duties which would

change the organizational structure.

Section 22-2. The Employer shall notify the Union of a reorganization. At this time, the Union may make its views and recommendations known concerning the reorganization for consideration by the Employer. The impact and implementation of a reorganization will be negotiated upon request of the Union.

### **ARTICLE 23 - TECHNOLOGICAL DEVELOPMENTS**

Section 23-1. The Employer and the Union recognize the technological developments frequently add to the efficiency and productivity of the Employer. The Employer will consider efforts to minimize effects of RIF resulting from the introduction of new equipment or processes.

Section 23-2. Consistent with manpower requirements, it shall be the responsibility of the Employer to determine the extent and types of additional training that may be required due to technological changes to assure the continuing proficiency of employees in their assigned positions, to determine the number and types of employees to be trained and to provide the means and facilities to furnish such training.

### **ARTICLE 24 - CONTRACTING OUT WORK**

Section 24-1. The Employer agrees to keep the Union as fully informed as possible of Commercial Activity (CA) reviews that may affect their Bargaining Units. The Union will be provided access to statements of work and other nonprocurement sensitive information which is available prior to issue of solicitation.

Section 24-2. The Employer agrees to carefully consider the views and recommendations of the Union regarding the contracting out of Bargaining Unit work functions which may have an adverse impact on Bargaining Unit employees.

Section 24-3. The Employer agrees to notify the Union thirty (30) days prior to the invitation for bids for the contracting of Bargaining Unit work.

Section 24-4. If a study is made pursuant to direction or by regulation for transmittal to higher Headquarters on contracting out work functions which would adversely affect Bargaining Unit employees, the views and recommendations of the Union may accompany the study.

Section 24-5. The Union will be advised of the contracting out decision at which time the Union may exercise its right to negotiate the impact and implementation of the decision.

### **ARTICLE 25 - PERFORMANCE APPRAISAL**

Section 25-1. An employee's signature on an evaluation indicates only that the evaluation has been discussed with the employee, and does not necessarily indicate an employee's agreement with the evaluation.

Section 25-2. The Employer will counsel employees in relation to their overall performance on an as needed basis. When a narrative record results from such counseling the affected employee will be given a copy of the record and will have the right to make written comments concerning any disagreement with the record. These written comments will be attached to and become a part of the record.

Section 25-3. It is agreed that performance evaluation is an ongoing process and not a once a year action. In this regard, supervisors should periodically discuss employee shortcomings, if any, during the rating period.

### **ARTICLE 26 - WITHIN-GRADE**

Section 26-1. Within-grade salary increases will be awarded to eligible GS employees, who at the time of eligibility have demonstrated an acceptable level of competence in the work to which assigned. Employees under the regular wage schedule shall automatically receive within-grade increases if their work is rated Fully Successful or better.

Section 26-2. Granting of within-grade increases is not a routine matter and will be used discreetly in recognition of competent performance of employees as determined by the Employer in accordance with appropriate regulations.

### **ARTICLE 27 - EMPLOYEE RECOGNITION**

Section 27-1. The Employer, through publicity, personal contact and other available means will urge supervisors to recognize employees who sustain a level of performance significantly above reasonable expectations. Supervisors will be urged to use appropriate awards covered in AR 672-20.

Section 27-2. Employees will be recognized through monetary awards in accordance with controlling regulations.

## **ARTICLE 28 - SUGGESTION PROGRAM**

Section 28-1. The Employer and the Union support and encourage all employees to participate in the Incentive Awards and Cost-Reduction Programs. It is agreed that every reasonable effort will be made to process suggestions and cost-reduction ideas in an expeditious manner. It is further agreed that an employee who encounters unreasonable or unwarranted delays in receiving a final determination of the adoption or rejection of a submitted suggestion or cost-reduction idea may refer the matter to his/her supervisor.

Section 28-2. The Employer and the Union will encourage employees to discuss prospective suggestions with their supervisor.

Section 28-3. The Employer agrees to make suggestion forms accessible to the employee of the Bargaining Unit.

Section 28-4. Union officials and stewards will encourage their members to participate in the Suggestion Program, and will bring to the attention of the appropriate management officials any known instances of negative attitudes towards the program on the part of supervisors or managers, employee dissatisfaction with the program, or instances where employees are discouraged rather than encouraged to participate.

## **ARTICLE 29 - TRAINING AND DEVELOPMENT**

Section 29-1. The Employer will promote training programs within the Bargaining Unit to increase efficiency and effectiveness, consistent with operating requirements and available resources. The Employer will provide for information to be made available to employees with respect to policies and objectives of training as well as specific developmental opportunities.

Section 29-2. The Union will stress to employees of the Bargaining Unit the need for self-education, self-development, and self-initiated training to increase their efficiency and enhance their career potential.

Section 29-3. The Employer agrees to give consideration to the Union views and recommendations concerning the training of eligible employees of the Bargaining Unit.

Section 29-4. When requested by an employee, and when funds are available, the Employer agrees to recommend approval of enrollment of employees in job-related military correspondence courses as it determines is necessary. Failure to successfully complete such courses could result in the employee being denied future courses.

Section 29-5. Each employee shall receive consideration to participate in training consistent with his/her qualifications and work experience, course requirement, funding availability, and needs of the Employer.

## **ARTICLE 30 - JOB DESCRIPTIONS**

Section 30-1. The Employer agrees to make available upon the request of the Union the Job Description of any employee within the Bargaining Unit which is pertinent to the case at hand. Specific additional information used in determining the classification of the position will also be made available at the request of the Union. If the Job Description is found to be inaccurate, steps will be taken by the Employer to correct the inaccuracy.

Section 30-2. In lieu of describing "Other Duties, all descriptions will have an unnumbered sentence following the major duties which states "Performs Other Duties as Assigned." The phrase "Other Duties as Assigned" refers to incidental duties which are appropriate to the employee's position and qualifications. This section does not prevent management from assigning work.

Section 30-3. The Position and Pay Management program shall be conducted within the guidelines issued and authority delegated by the OPM and higher Army authority. In any case where action is proposed to modify any Job Description of any employee within the Bargaining Unit to the extent that either the rating, title, pay level, or qualification requirements may affect the employee, it is agreed that the immediate supervisor or appropriate Employer official will discuss the proposed change with the employee concerned and his/her Union representative(s), upon employee's request, prior to the effective date of the change.

Section 30-4. Any employee within the Bargaining Unit who believes that his/her position is improperly classified shall have the right to request the Employer to have his/her classification reviewed under the classification complaint/appeals procedure.

Section 30-5. Every employee is entitled to a copy of his/her current Job Description. The Employer further agrees to immediately furnish the employee a copy of any changes in his/her Job Description.

## **ARTICLE 31 - WORKING CONDITIONS**

Section 31-1. This section applies to all eligible WG employees as described in Article 1, Section 1-2a.

- a. The Employer, to the maximum extent consistent with work requirements, will assign employees in the Bargaining Unit to work in accordance with Official Job Descriptions.
- b. All special training and detailing will be done considering the qualifications of the particular individual and the job to be done.
- c. Proper tools, equipment, supplies, and work plans for designated jobs, to include all shifts, will be furnished. In the absence of any one of the above essential elements, the supervisor will coordinate efforts to insure that all requirements are satisfied.
- d. Management will consider proposals from the Union for additional rest room facilities and lockers and to provide written replies to such proposals.
- e. Safety shoes and helmets and protective clothing will be furnished as authorized by regulations. Management officials will consider all Union suggestions as to which positions require special clothing.
- f. A designated parking area will be in the immediate work area if feasible and available.
- g. Union representatives will be placed on pertinent Ad Hoc committees where fully qualified as determined by Management except during the deliberative process of Management decisions.
- h. Employees required to work past their normal tour of duty will be paid overtime in fifteen (15) minute increments.
- i. Management will provide the necessary facilities to insure proper care and security of tools and equipment.
- j. Weekly inspections may be made to assure sanitary conditions of latrine, shower and locker rooms and inspectors will be accompanied by a Union representative.
- k. Authorized first aid supplies will be furnished each significant work.
- l. Employees will receive due consideration under abnormal or inclement weather conditions, subject to mission requirements.
- m. Vending machines will be installed where requested and justified.

Section 31-2. This section applies to all GS and WG employees of the Army Commissary Store as described in Article 1. Section 1-2b, of this Agreement; General Schedule employees of the Southeast Commissary (U.S. Army Troop Support Agency) as described in Article 1. Section 1-2b.

- a. Management will consider proposals from the Union for such facilities and equipment as personal storage lockers and air conditioners.
- b. Employees will receive due consideration under abnormal or inclement weather conditions<sup>3</sup> subject to mission requirements. All considerations will be given a rotational basis whenever and wherever possible.
- c. Authorized first aid supplies will be furnished each significant work area.

## **ARTICLE 32 - SAFETY AND HEALTH**

Section 32-1. The Union realizes that safety is the responsibility of the Employer. However, the Union will assist the Employer in safety programs and encourage all employees to observe safety regulations. Any unsafe conditions shall be reported to the Employer for investigation and action. If an employee within the activity works in an area that requires special safety equipment, the Employer shall furnish same. Personal protective apparel or equipment readily adaptable to private use will not ordinarily be furnished in accordance with applicable regulations. This equipment shall be used by employees when furnished.

Section 32-2. When conditions warrant an immediate inspection, Management or Union representatives may contact the Safety Office for priority assistance.

Section 32-3. A Union representative may be in attendance at all supervisor's safety meetings. WG activities will hold a monthly safety meeting.

Section 32-4. The Employer will assign sufficient personnel to any job of a hazardous nature. It is agreed that the determination of the hazardous jobs shall be determined by the Employer. If there is a disagreement, the employee has the right to have a Union representative present.

Section 32-5. The Employer shall make every reasonable effort to have repairs made expeditiously to apparatus and equipment so as to be in a safe and efficient operating condition.

Section 32-6. The individual employee has the responsibility for observance of safe working practices and an obligation to observe safety rules and practices in order to protect himself/herself and his/her fellow workers.

Section 32-7. The Employer will exert every effort to provide and maintain safe working conditions and industrial health protection for the employees and will also comply with applicable laws and regulations. The Union shall cooperate to achieve that end and will encourage all employees to work in a safe manner.

Section 32-8. The Employer will welcome at any time suggestions for practical and economically feasible ways of improving safety conditions.

Section 32-9. A copy of all accident reports involving employees in the Bargaining Unit will be made available to the Union.

Section 32-10. In the event a U.S. Department of Labor Inspector visits the installation (to investigate a matter involving an employee of the Bargaining Unit), at least one Union and one Management member will be given the opportunity to accompany them on the tour.

Section 32-11. Locker space will be furnished by the Employer at or near the normal duty area when the employee is required to change clothing due to the work assignment.

### **ARTICLE 33 - ON-THE-JOB INJURY**

Section 33-1. The Employer will provide emergency treatment and transportation necessary to secure this treatment in incidents of on-the-job injuries. The Employer will fill out the proper forms necessary for the employee to be reimbursed from the Office of Workers' Compensation Programs (OWCP) for all expenses incurred in obtaining medical treatment.

Section 33-2. The Employer agrees to an emergency aid program.

Section 33-3. The Union will encourage all employees to report all on-the-job injuries immediately, as required by existing regulations. The Employer will comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Time spent in medical facilities by employees during working hours for emergency medical treatment as a result of on-the-job illness or injury shall not be charged to leave.

Section 33-4. The Employer agrees when employees are sent home due to on-the-job injury, the absence for the remainder of the day will be charged in accordance with provisions, applicable regulations, and instructions.

### **ARTICLE 34 - EMPLOYEE ASSISTANCE (ALCOHOL/ DRUG ABUSE PREVENTION CONTROL PROGRAM)**

Section 34-1. The Union and Employer shall have as a goal early identification and motivation in rehabilitation of possible cases of alcoholism, drug abuse, or other problems which affect job performance. Both parties agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the Alcohol/ Drug Abuse Prevention Control Program for professional screening and diagnosis - Motivation is achieved through the employee's clear understanding that unless his/her problem is identified and corrected, he/she is subject to the existing disciplinary procedures for unsatisfactory job performance or misconduct.

Section 34-2. Employee seeking the help of the Fort Lee Community Counseling Center may schedule an appointment by calling the Civilian Program Coordinator. Union or supervisory personnel may schedule an appointment for an employee in the same manner. In such cases, it is often helpful in furthering an employee's motivation for rehabilitation if the individual scheduling the appointment accompanies the employee and participates in the initial session.

Section 34-3. An employee with an alcohol and/or drug abuse problem affecting job performance shall be offered ninety (90) days active rehabilitation with a 270-day follow-up phase in an approved rehabilitation program of his/her choice.

Section 34-4. Employees will be authorized leave as appropriate in accordance with existing rules and regulations, to obtain treatment and rehabilitation.

Section 34-5. The employee's job security or promotional opportunities will not be jeopardized solely by his/her request for

assistance.

### **ARTICLE 35 - TRANSPORTATION**

Section 35-1. When conducting official business, employees will avail themselves of existing Employer furnished transportation services. Employee(s) may elect to use privately owned vehicles at their own cost.

Section 35-2. Employees will not normally transport Government property in privately owned vehicles without written authorization of the Employer.

### **ARTICLE 36 - CHARITABLE AND CIVIC RESPONSIBILITIES**

Section 36-1. The parties recognize the importance of employee participation in authorized charitable fund raising campaigns, saving programs, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and that the Employer and the Union shall refrain from exerting pressure upon the employee to participate. The Union agrees to support such campaigns and encourage participation.

Section 36-2. The Employer and the Union will encourage employees in the Bargaining Unit to exercise their voting rights.

Section 36-3. Grants of excused absence for the purpose of voting and registering or taking physical examinations to determine eligibility for induction into the Armed Forces will be made in accordance with applicable regulations.

### **ARTICLE 37 - ADVERSE WEATHER POLICY**

Section 37-1. When it has been determined that activities must be curtailed due to adverse weather conditions, regularly scheduled employees will be administratively excused without charge to leave or loss of pay, in accordance with applicable law and regulations. Employees considered mission essential, as determined by the Employer will be required to report or remain on duty.

Section 37-2. When the decisions have been made to curtail activities during duty hours and to administratively excuse employees, employees will be promptly notified.

Section 37-3. On-the-spot mission essential personnel will be designated to complete the work that must be accomplished in accordance with applicable regulation.

Section 37-4. Commensurate with skills required, the Employer agrees that mission essential work will be distributed equitably. Within those functions where there are two or more employees performing the same function and less than the full work force is required for emergencies, a reasonable effort will be made to rotate the personnel designated as mission essential. The names of personnel designated mission essential will be posted in the work area and updated to reflect changes.

Section 37-5. The Employer will inform the Union President of curtailment of operations due to adverse conditions.

### **ARTICLE 38 - VOLUNTARY ALLOTMENTS FOR PAYMENT OF DUES**

Section 38-1. Employee Organization Responsibilities.

The Union agrees it will assume responsibility for:

- a. Informing and educating its members on the voluntary nature of the system for the allotment of employee organization dues, including the condition under which the allotment may be revoked;
- b. Purchasing and distributing to its members Standard Form 1187;
- c. Having each participating employee forward properly executed Standard Form 1187 to the Union Financial Officer who will review it for correctness, certify it, and forward to the Accounting Division responsible for payrolling the employee;
- d. Promptly forwarding an employee's revocation (memorandum or Standard Form 11883, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to his servicing Accounting Division when such revocation is submitted to the Union;
- e. Informing the appropriate Accounting Division of any change in the amount of membership dues;
- f. Informing the appropriate Accounting Division of the name of any participating employee who is expelled or ceases

to be a member in good standing in the Union within ten (10) days of the date of such final determination;

g. Keeping the Employer Accounting Division currently informed as to the name, title, and address of the Union Financial Officer.

### Section 38-2. Management Responsibilities

The Employer agrees that it is responsible for:

- a. Permitting and processing voluntary allotment of dues after determining that an employee has submitted a proper supplementary agreement in accordance with this Article (Standard Form 1187);
- b. Withholding dues on a biweekly basis;
- c. Notifying the employee and the Union Financial Officer to whom the remittance is sent when an employee is not eligible for an allotment (dues withholding) and notifying the Union Financial Officer upon revocation of an allotment by an employee. The Employer Accounting Division is responsible for this notification;
- d. Withholding new amounts of dues upon certification from the Union Financial Officer so long as the amount has not been changed during the past twelve (12) months;
- e. Providing a remittance listing to the Union Financial Officer containing the following information:
  - (1) An alphabetical listing of employees indicating the following information:
    - (a) Employees having dues withheld for the current pay period;
    - (b) Employees for whom deductions have been authorized during the current pay period;
    - (c) Employees for whom deductions were authorized during the previous pay period, but for whom deductions are not made in the current pay period;
    - (d) Union number (or code indicator).
  - (2) The gross amount deducted.

### Section 38-3. Joint Stipulations

Parties to this Agreement agree that:

- a. No charge will be made for each allotment processed;
- b. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the employee organization. If the employee organization is not scheduled to receive a remittance check after discovery of the error, the employee organization agrees to promptly refund the amount of erroneous remittance;
- c. An allotment shall be terminated when the employee leaves the Bargaining Unit as a result of resignation, retirement, transfer, or other separation from the rolls of the activity, reassignment, promotion, or other personnel action; when the dues withholding agreement between the activity and the labor organization is suspended or terminated; or when the employee has been suspended or expelled from the organization;
- d. The deducted amount will be forwarded monthly to: National Association of Government Employees, 285 Dorchester Avenue, Boston, MA 02127, ATTN: Comptroller.

### Section 38-4. Effective Dates

The effective dates for actions under this Article are as follows:

#### EFFECTIVE DATE ACTION

- a. Starting dues Beginning of first withholding. pay period after date of receipt of properly executed and certified Standard Form 1187 in Accounting Division.

b Change in amounts Beginning of first pay of dues. period after receipt of certification by an authorized Union representative.

c. Revocation by (1) Members who elected employees. dues by payroll deduction on/or prior to 1 September 1978, may withdraw I September 1979 and each 1 September thereafter.

(2) Members who elect to pay dues by payroll deduction after 1 September 1978 may withdraw on the annual anniversary date of their allotment. Thereafter, he/she may withdraw on each one-year anniversary date of their allotment.

d. Termination due to loss of Beginning of first pay membership in good standing. period after date of receipt of notification by the employee or an authorized Union representative.

Section 38-5. Dues deduction will terminate automatically at the beginning of the second pay period after termination of this Agreement.

## **ARTICLE 39 - GENERAL PROVISIONS**

Section 39-1. Each employee shall be at his/her job site, ready to work, at the scheduled start time of the shift and the conclusion of his/her lunch period. If an employee is required by the Employer to perform any work or duty either before or after his/her regular duty hours, he/she shall be so directed and compensated at his/her appropriate rate of pay. This is not intended to prevent employees volunteering to turn lights or air conditioners on or off, or to open or close doors and other such related function beginning or ending of the workday.

Section 39-2. The Union will support the Employer's blood donor, savings bond, and other public service programs. The Union will also support the Employer program on alcoholism and drug abuse. The problem o alcoholism is recognized as one in which both parties have an obligation. Therefore, the parties agree to counsel those employees identified as having, a drinking problem to seek aid and medical treatment.

Section 39-3. The Employer and the Union the security and protection of Government of vital concern to both parties. The pa cooperate in preventing theft of Government improving security of work and storage areas and by educating the employees in the consequences of conviction for theft.

Section 39-4. The Employer will furnish each employee within the Bargaining Unit a copy of this Agreement.

Section 39-5. During the health benefit open season, the Employer will give notice to all employees information concerning NAGE Health Benefit Plan. The Union will be afforded the opportunity to explain the program to all interested employees. Available plans may be obtained from NAGE officials and CPO. The names and phone numbers of the appropriate officials will be provided the Employer from the Union to publish along with any notices. All new employees will be provided copy of the benefits Summary Sheet, if available, during their in-processing for review in deciding which plan to enroll in.

Section 39-6. Reasonable time may be allotted prior to the beginning of the scheduled lunch period and at the close of each work shift for personal cleanup, control of health hazards and personal hygiene of each employee. No across-the-board cleanup time will be established.

Section 39-7. The Employer agrees to furnish, upon request, to the Union a list of employees in their Bargaining Unit and the organization in which they work.

Section 39-8. The signing or not signing of the performance rating by the employee does not preclude him/her from future appeals if he/ he so desires.

Section 39-9. The Employer and the Union fully support the U.S. Government's policy guaranteeing equal employment opportunity to all persons without regard to race, color, creed, sex, age, national origin, or handicap. Further, both parties wi11 support the various Equal Opportunity Programs of the Employer.

Section 39-10. The Employer will inform each new Bargaining Unit employee of the Union's exclusive recognition, and provide him/her with the name and telephone number of the appropriate Union representative - The Union will have the right to be present at Activity group orientation of new Bargaining Unit employees and to make available to each employee a copy of the negotiated agreement. Prior to the activity orientation of two or more employees, a list of all employees scheduled to attend will be provided to the Union.

Section 39-11. Union representatives will promote and encourage participation in the Incentive Awards Program (Suggestion or Performance Awards). Where statistical analysis reveals areas of low participation and recognition for employees of the Commissary,

the parties will endeavor to improve participation.

Section 39-12. The Civilian Personnel Officer or his/her designee, as the delegated authority for personnel matters and as the principal point of contact for Labor-Management Regulations activities for all commanders party to this Agreement, will meet on a regular basis with representatives of the Union in the interest of Labor-Management cooperation. Minutes and proceedings of the meeting, if any, will be the responsibility of the Employer. Agenda items, if any, will be submitted by both parties at least three (3) working days in advance of each meeting. Union employees who are released from duty to attend will attend without charge to leave. The purpose of the meeting will be; identification of conditions making for grievances and misunderstanding with the goal of correcting the conditions; the encouragement of good human relations in the Labor-Management arena; the betterment of employees working conditions; the strengthening of employee moral; promotion of education and training; and other mutually agreed upon topics. However, it is agreed that Individual grievances will not be taken up during these meetings. This section does not diminish the Employer's and Union's responsibility for maintaining the day-to-day dealings between supervisors and stewards nor does it reduce the obligations of all supervisors to carry out the obligation to consult on appropriate matters.

Section 39-13. The Union will be furnished a copy of the Traveller, all Civilian Personnel Updates, all new regulations and all changes to existing regulations which results in a change in general conditions of employment.

## **ARTICLE 40 - GRIEVANCE PROCEDURES**

Section 40-1. The procedures, as set forth in this Article, are applicable only for consideration of grievances over the interpretation or application of this Agreement, and shall be the exclusive procedure available for resolving such grievances. In order for a grievance to be appropriate under this procedure, the grievant must allege a violation of a specific contract provision. Such grievances may be filed by either an employee or the Union. This Article does not prohibit any employee or group of employees in the Bargaining Unit from presenting grievances over the interpretation or application of this Agreement directly to Management, without the intervention of the Union, and have them adjusted so long as the adjustment is not inconsistent with the terms of this Agreement, and a Union representative is given opportunity to be present at the time of adjustment.

Section 40-2. Excluded from this procedure are issues involving:

- a. Matters for which statutory appeals procedure exists;
- b. Nonadoption of a suggestion or disapproval of a performance award or any discretionary award;
- c. Separation from or termination of temporary appointment;
- d. Separation during probationary period;
- e. Allegations of mismanagement;
- f. Interpretations of Commission, Agency, or Command policies or regulations;
- g. RIF; and
- h. Statutory exclusions.

Section 40-3. Management and the Union expect employees and supervisors to make a sincere effort to reconcile their differences over interpretation or application of this Agreement. When such efforts fail, the following procedure will be adhered to:

- a. The employee, and his/her representative, will orally present the grievance to the immediate or first-line supervisor within fifteen (15) calendar days after the occurrence of the incident out of which the grievance arose. If the matter cannot be resolved, or if it is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the problem and determining the appropriate person(s) to consider the grievance at the next step.
- b. If the grievance is not resolved as a result of the above informal discussions, the grievance may be discussed within the next ten (10) calendar days by the aggrieved employee, the supervisor and the official(s) at the activity (below the commander) normally having authority to make decisions on the matter involved in the grievance, and a representative of the Union. The consideration accorded the grievance during this discussion will be informal; however, a memorandum for the record will be prepared by the employee's supervisor, briefly summarizing the grievance, the consideration accorded it, the conclusions reached, and the course of actions decided upon during the discussions. A copy of the memorandum will be furnished all parties concerned.
- c. If an acceptable solution to the grievance still has not been reached, the employee may prepare a written grievance which must specify the issue(s) involved and the corrective or remedial action sought. This written grievance must be

submitted within five (5) calendar days after receipt of the required memorandum for record in the previous step, through the CPO, to the Commander for a decision. A decision will be rendered within thirty (30) calendar days.

d. If the employee is not satisfied decision of the Commander, he may, within (10) calendar days, submit a request to the Union in writing, with a copy to the Commander, that the grievance be submitted to arbitration. If the Union agrees to submit the grievance to arbitration, the Union's signed statement concurring in this action shall contain a commitment to comply with all other terms and conditions and applicable regulations of higher authority concerning arbitration. The Union shall submit the arbitration request to the Commander within fifteen (15) calendar days from the date of receipt of the decision. If the Union does not submit the arbitration request to the Commander within fifteen (15) calendar days from the date of receipt, that decision will be final. Such decision will not be appealable.

Section 40-4. Every attempt will be made by the Union and the Employer to adjust grievances informally and promptly and in the interest of good employee-management relations.

Section 40-5. Since the Union and the Employer may not agree to matters over which they have no authority to agree, the quoting or paraphrasing of regulations in this Agreement does not make the matter subject to the negotiated grievance procedure. Therefore, excerpts or paraphrasing from controlling regulations and local directives are specifically exempted from this grievance procedure. The CPO upon receipt of grievance and the determination that an issue is the interpretation of a regulation or policy will transmit a copy of the grievance through command channels to the proponent for official interpretation. Such interpretation shall be binding on the parties.

Section 40-6. All time limits referred to in this Article may be extended by mutual agreement of the parties concerned.

Section 40-7. Employer grievances shall be filed in writing with the President of the Union. The grievance shall specify the basis for the grievance and the corrective action sought. Within ten (10) days after receipt of the grievance, a representative of each party will meet to discuss the grievance. A written decision will be issued, by the President of the Union within fifteen (15) days after the meeting.

Section 40-8. Union grievance other than specific employee grievances shall be filed in writing with the Commander. The grievance shall specify the basis for the grievance and the corrective relief sought. Within ten (10) days after the receipt of the grievance, a representative of each party will meet to discuss the grievance. A written decision will be issued by the Commander within fifteen (15) days after the meeting.

Section 40-9. Grievances not resolved through the provisions of this Article may be referred to arbitration by either the Union or the Employer.

Section 40-10. Grievability/arbitrability issues, if unresolved, will be handled as threshold issues at arbitration.

## **ARTICLE 41 - ARBITRATION**

Section 41-1. If a grievance pertaining to the application or interpretation of this Agreement is not resolved after being processed under Article 14, then within ten (10) calendar days from the date of the receipt of the arbitration request, representatives of Union and Management shall meet for the purpose of agreeing on the selection of an arbitrator. If agreement cannot be reached, the Federal Mediation and Conciliation Service will be requested to submit a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, Management and the Union will each strike one arbitrator's name from the list of seven (7) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 41-2. The fee and expense, if any, of the arbitrator, except cost of transcript and stenographic service, shall be borne equally by Management and the Union. Should Management and Union decide jointly that a transcript is necessary, or if the arbitrator decides that it is necessary, the costs will be equally shared. If either party decides to have a transcript and the other party does not, the cost will be borne fully by the party desiring the transcript. The arbitration hearing shall ordinarily be held during the regular shift work hours of Monday through Friday and all employee representatives, employee appellants, and employee witnesses otherwise in a pay status, shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

Section 41-3. The Arbitrator will be requested to render his/her decision as quickly as possible after the conclusion of the proceeding and within thirty (30) days, if at all practicable.

Section 41-4. The Arbitrator shall render his decision to the CPO and furnish a copy of same to the Union.

Section 41-5. Either party may file exceptions to the Arbitrator's award with the FLRA in accordance with applicable laws and regulations.

## **ARTICLE 42 - DURATION AND CHANGES**

Section 42-1. This Agreement shall take effect on the date of approval of TRADOC and shall remain in effect for three (3) years from the effective date.

Section 42-2. This Agreement, except for its duration period as specified in Section 42-1 of this Article, is subject to opening only as follows:

a. Amendments or supplements may be required because of changes made in applicable laws or Executive Orders after the effective date of this Agreement. In such event, both parties will meet within twenty (20) calendar days after receipt of implementing instructions for such changes upon request of either party for the purpose of negotiating such language that will meet the new requirements, such amendment(s) as agreed to will be duly executed by both parties and become effective on the date of TRADOC approval by the parties to the Agreement or a later date agreed to as being appropriate under the circumstances which shall be clearly described in the Amendment.

b. If either party finds that its interest is adversely affected by any provision of this Agreement, or finds through experience that is necessary to add further provisions, it shall serve notice of intent to negotiate amendment(s) or supplement(s) Agreement. Request for amendment(s) or by either party must be in writing and must summary of the amendment(s) or supplement(s) proposed to this Agreement. Both parties shall meet within thirty (30) calendar days after receipt of such notice to negotiate the matter(s) involved in such requests. No changes shall be considered except those bearing directly on the proposed amendment(s) or supplement(s) to the existing supplement(s) include a

Section 42-4. No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions contained herein shall be made unless such agreement is made and executed in writing between both parties and has been ratified by the Union and approved by the parties to this Agreement.

Section 42-5. The present agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved, subject to DOD 1400.25.M, paragraph 3-3c(2)(3).

Section 42-6. If neither party serves notice to renegotiate this agreement, the agreement will be automatically renewed for three (3) years, subject to the other provisions of the Article.