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**NEGOTIATED  
AGREEMENT  
for  
Appropriated Fund Employees  
Under Public Law 95-454  
between  
The United States Army  
Fort Belvoir, Virginia**



**and  
Local 1052  
American Federation of Government  
Employees**



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## **PREAMBLE**

WHEREAS 5 U.S.C. Chapter 71 states labor-management relations are in the public interest and the public interest requires high standards of supervisors, management officials and employee performance and the continual development and the implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS the well-being of employees and efficient administration of the Employer and benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the condition of their employment; and

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS subject to law and the paramount requirements of public services, effective labor-management relations require a clear statement of the respective rights and obligations of labor organizations and agency management;

NOW, THEREFORE the Agreement is entered into by and between Fort Belvoir, Virginia hereinafter referred to as the "Employer", and Local 1052, American Federation of Government Employees (AFGE), hereinafter referred to as the "Union".

## ARTICLE 1

### RECOGNITION AND UNIT DESCRIPTION

**SECTION 1.** The Employer recognizes the Union as the exclusive representative of all employees of the unit defined in Section 2 below, and the Union recognizes the responsibility of representing the interests of all such employees as long as the Union continues as the exclusive representative of these units.

**SECTION 2.** This Agreement applies to the following units:

a. All non-supervisory employees paid from appropriated funds of the U.S. Army Garrison Fort Belvoir; the U.S. Army Medical Department Activity, WRAMC, DeWitt Army Community Hospital, Fort Belvoir; the U.S. Army Dental Activity, WRAMC, Logan Dental Clinic, Fort Belvoir; the National Capital District Veterinary Command, Fort Belvoir; the Mission Installation Contracting Command, Fort Belvoir, including General Schedule (GS) and Wage Grade (WG), Wage Leader (WL), regular full time and regular part time employees, employees serving under TAPER appointments (temporary appointments pending establishment of a register), and professional employees. Specifically excluded from the unit are supervisors, management officials, employees serving temporary appointments limited to one year or less, casual (intermittent) employees, consultants, guards, confidential employees, employees engaged in Federal personnel work other than a purely clerical capacity, employees paid from non-appropriated funds, bargaining unit members of Local F-273, International Association of Fire Fighters, and employees of other entities located on Fort Belvoir except as otherwise specified in this Article.

b. All non-supervisory employees, both GS and WG, of the 12th Aviation Battalion, and the U.S. Army Operational Airlift Agency, excluding supervisors, managerial executives, guards, professionals, temporary employees and those employees

engaged in Federal personnel work in other than a purely clerical capacity .

c. All non-supervisory WG and WL employees of the Night Vision and Electronic Sensors Directorate but excluding all other non-supervisory personnel as well as management officials and supervisors.

## ARTICLE 2

### ADMINISTRATIVE ADVERSE ACTIONS

**SECTION 1.** Administrative adverse actions are removals for other than cause, reduction in grade or pay for other than conduct, and furloughs of thirty (30) days or less, as included in subchapter II, 5 CFR, Part 752, and actions based solely on unacceptable performance are addressed in Article 22.

**SECTION 2.** Administrative adverse actions will be taken and implemented in accordance with applicable laws and regulations. The following procedures will be followed:

a. If possible, an employee will be given at least thirty (30) days advance written notice of an administrative adverse action. The employee will then have at least ten (10) days to present any oral and/or written reply to a designated management official. The employee or his or her designated representative may request an extension to time in which to reply.

b. The official designated to receive the reply will make a decision on such request and provide the employee with a written decision within ten (10) days after the expiration of the time allowed for the employee's response; if possible.

c. A copy of the material relied upon to support the reasons given in the notice will be provided to the employee or his or her designated representative upon request.

**SECTION 3.** The decision notice will advise the employee of the specific reasons for the decision and the right to appeal the action to the Merit Systems Protection Board (MSPB).

## ARTICLE 3

### ARBITRATION

**SECTION 1.** Should the parties fail to reach a satisfactory adjustment of the issues through the grievance procedure defined in Article 13, either party may exercise the option to refer the matter to arbitration. To be considered timely, the party requesting arbitration, within thirty (30) calendar days after receipt of the final grievance decision, must deliver the request to refer the matter to arbitration to either the Union office or the LMER Division, Fort Belvoir Civilian Personnel Advisory Center.

**SECTION 2.** Within five (5) work days from the date of the request for arbitration either party may request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five impartial persons qualified to act as arbitrators. The parties shall arrange to meet within ten (10) work days after the receipt of such list. If not able to mutually agree upon one of the listed arbitrators, then the Employer and the Union shall each strike one (1) arbitrator's name from the list of five (5) names repeating this procedure until only one (1) name remains. The remaining individual shall be the duly selected arbitrator. The parties will toss a coin to determine which party shall have the first strike.

**SECTION 3.** Should either party refuse to participate in the selection of an arbitrator, fail to take action, or unduly delay the proceedings, the FMCS shall be empowered to make a direct designation of an impartial arbitrator to hear the case.

**SECTION 4.** After an arbitration hearing date has been agreed to by the parties, if it becomes necessary to postpone, either party may notify the arbitrator. If there is a charge, the party requesting the postponement will pay said charges.

**SECTION 5.** Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments

regarding both the arbitrability and the merits of the case at the same time.

**SECTION 6.** If no exception to an arbitrator's award is filed during the thirty (30) calendar day period beginning on the date of such award, the award shall be final and binding. The Employer or the Union shall take the action required by an arbitrator's award.

**SECTION 7.** The arbitrator's fee and expenses of arbitration including cost of the arbitrator's reasonable travel expenses and per diem, shall be paid by the losing party. In those cases where the arbitrator's decision does not clearly establish the "loser", costs will be shared by both parties. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic work week. The aggrieved employee's representative(s) and employee witnesses shall be in a pay status without charge to leave while actually participating in the arbitration hearing.

**SECTION 8.** The arbitration shall have no power to add or subtract from or to modify any of the terms of this agreement.

**SECTION 9.** Arbitration under this Article will normally be conducted as an oral proceeding.



## ARTICLE 4

### CONTRACTING OUT

**SECTION 1.** The Employer will notify the Union when it is known or planned to contract out duties being performed by bargaining unit employees.

**SECTION 2.** The Employer will provide information it has on contracting out and will provide allowable information as it is developed or becomes known IAW applicable law and regulation.

## ARTICLE 5

### DATE AND DURATION

**SECTION 1.** This agreement shall remain in effect for five (5) years from the effective date.

**SECTION 2.** If either party wishes to renegotiate the agreement, that party must provide written notice to the other party of their desire to do so at least sixty (60), but not earlier than one hundred five (105) calendar days immediately preceding the anniversary date of its final approval. When either party requests to renegotiate the agreement, the provisions of this agreement shall be honored until a new agreement becomes effective, except for those provisions that are contrary to any law, regulation, or Executive Order. The parties will proceed with negotiations within a reasonable period of time after receipt of such notice.

**SECTION 3.** If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for successive one (1) year periods.

**SECTION 4.** In the event that any provision of this agreement shall at any time be found or declared to be invalid by a court of competent jurisdiction or other third party, or by Government regulation or decree, such decision(s) shall not invalidate the entire agreement, since it is the expressed intention of the Employer and the Union that all provisions not found or declared to be invalid remain in full force and effect for the duration of the agreement.

**SECTION 5.** The effective date of this agreement shall be the date it is approved by the Department of Defense; or the 31st day following the date of execution of this agreement if approval or disapproval has not occurred before that date in accordance with 5 USC 7114 (c), 2 & 3.

**SECTION 6.** The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**SECTION 7.** All rights, privileges and conditions enjoyed by the Employer, the Union, and the bargaining unit employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent of the parties or as required by law, rule and/or regulation.

## ARTICLE 6

### DETAILS/TEMPORARY PROMOTIONS

**SECTION 1.** For the purpose of this article, a detail is defined as “the temporary assignment of an employee to a different position or set of duties for a specified period with the employee returning to his or her regular duties at the end of the detail.”

**SECTION 2.** Employees to be detailed shall be given as much advance notice as possible.

**SECTION 3.** Details will be made in accordance with applicable laws, regulations, and will be consistent with the terms of this agreement. Details under this Article may be rotated among well qualified bargaining unit employees in accordance with mission requirements.

**SECTION 4.** When a bargaining unit employee is detailed to a bargaining unit position of a higher grade for sixty (60) consecutive calendar days or more, the employee will be temporarily promoted; however, the employee must meet the minimum qualifications and be performing the duties of the higher graded position.

**SECTION 5.** Temporary promotions to higher-graded position or positions of known promotion potential that are in excess of 120 calendar days will be made competitively.

**SECTION 6.** A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures and the fact that it might lead to a permanent promotion was made known on the vacancy announcement.

## ARTICLE 7

### DIRECT DEPOSIT OF PAY

**SECTION 1.** Employees' pay will be delivered in accordance with applicable law and regulation. In situations where an employee, through no fault of the employee, has not received all or part of his or her salary for a given pay period(s) (salary underpayment), and waiting for the recertified salary payment would cause undue hardship, the Employer may, at the employee's request, authorize an emergency payment to the employee. Such authorizations and payments will be made in accordance with applicable law and regulation. The Employer will process and forward all requests for emergency payments to DFAS as expeditiously as possible, normally within one workday of receipt.

## ARTICLE 8

### DISCIPLINARY ACTIONS

**SECTION 1.** The Employer and the Union recognize that the public interest requires maintenance of efficient operations through high standards of employee performance and conduct. Disciplinary actions will be taken IAW applicable law and regulation.

**SECTION 2.** Disciplinary actions, for the purpose of this article, shall be defined as follows:

- a. Letters of Reprimand.
- b. Suspensions.
- c. Demotions for Conduct.
- d. Removals for Cause.

**SECTION 3.** Progressive Discipline. The concept of progressive discipline described in agency regulations may be followed. The parties agree that some instances of employee misconduct are outside the realm of progressive discipline and warrant punitive discipline.

**SECTION 4.** Upon request, a copy of an employee's own written statements made in conjunction with an agency investigation will be provided to the employee or his/her designated representative.

## ARTICLE 9

### DUES DEDUCTION

**SECTION 1.** To be eligible to make a voluntary allotment for the payment of Union dues, an employee must:

- a. Be in the bargaining unit covered by this agreement.
- b. Receive a regular net salary.

c. Voluntarily request an allotment for the payment of Union dues on the prescribed form (SF 1187) which has been certified by an authorized Union official.

**SECTION 2.** a. The amount of dues certified on the SF 1187 will remain unchanged until an authorized Union official provides written certification to the Payroll Office, through the LMER Division, Civilian Personnel Advisory Center, that the amount of dues has been changed. New SF 1187 forms shall not be required.

b. Changes in the amount deducted for Union dues will be effective not later than one (1) full pay period following receipt by the Payroll Office of the Union's certification of changes in its dues.

**SECTION 3.** a. Dues allotment may be voluntarily revoked in accordance with 5 USC Section 7115 (a), namely that "any such (dues) assignment may not be revoked for a period of one (1) year". The initial revocation period will be effective the first full pay period after a lapse of one (1) year. Thereafter, an employee's SF 1188 will be processed the first full pay period after September 1st each year.

b. Copies of any revocations will be forwarded to the Treasurer, Local 1052, AFGE at the address on record, within ten (10) work days of the date received in the Payroll Office. Revocation by employees shall be in duplicate, preferably on the

SF 1188, and shall be forwarded by the employee to the Payroll Office. A written request for dues allotment revocation which is otherwise in order and signed by the employee will be accepted and acted upon, even though not summated on an SF 1188.

**SECTION 4.** The Union shall:

a. Inform and educate its members on the voluntary nature of dues allotment program, including conditions governing revocation of dues allotment.

b. Purchase and distribute the SF 1187's to its members.

c. Certify on the SF 1187 the amount of dues to be withheld each biweekly pay period.

d. Promptly forward completed SF 1187's to the LMER Division, Civilian Personnel Advisory Center for transmittal to the Payroll Office.

e. Furnish in writing to the LMER Division, Civilian Personnel Advisory Center and the Payroll Office the names and addresses of Union officials to whom dues withheld from employee's pay are to be transmitted.

f. Provide the LMER Division, Civilian Personnel Advisory Center and Payroll Office written notification concerning:

(1) Changes in the amount of Union dues.

(2) The name of any employee, who has been suspended, expelled or ceases to be a member in good standing in the Union within ten (10) days after the date of such termination.

**SECTION 5.** The Employer shall purchase SF 1188's and have them available for employees at the LMER Division, Civilian Personnel Advisory Center.



**SECTION 6.** It is agreed that the following procedures shall govern the voluntary allotment of dues:

a. Withholding of Dues.

(1) Upon receipt of a properly completed SF 1187, the Payroll Office shall arrange to withhold Union dues in accordance with existing pay period (26 biweekly pay periods) – a procedure under which employees are regularly compensated.

(2) The dues deduction shall be effective not later than one (1) full pay period following receipt of the SF 1187 by the Payroll Office. LMER Division, Civilian Personnel Advisory Center will assure prompt forwarding of the SF 1187s of the Payroll Office.

b. Remittance of Dues.

(1) The Payroll Office shall remit, by check, the dues withheld each pay period for which deductions are made. Checks in the payment of dues shall be made payable to and forwarded to the Treasurer, Local 1052, AFGE at the address of record.

(2) The remittance checks shall be accomplished by the Union Dues Deduction Report, which will contain the following information.

(a) Identification of the payroll office, reporting the date and the Union local to receive the dues.

(b) Pay period ending date.

(c) The names of each member whose dues were forwarded to the union and the amount of dues withheld.

## ARTICLE 10

### EMPLOYEE ASSISTANCE PROGRAM

**SECTION 1.** a. The Employer and the Union jointly recognize that alcohol and drug abuse are health problems and employees having these conditions will receive the same consideration as for other health problems. Employees are encouraged to seek assistance from the Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) if they think that substance abuse is impacting their job performance and/or their personnel life.

b. Employees, at all times, are responsible for their actions. Applicable regulations will govern the consideration given to employees who allege that their actions were brought about by illness or substance abuse.

**SECTION 2.** The Employer and the Union also recognize the need to assist employees whose job performance is adversely affected by medical, behavioral and emotional problems other than by reasons of alcohol and/or drug abuse. The Union supports the Employer's employee Counseling Services Program as a means for identifying and providing information, education, and other assistance or referral services for these employees' problems.

**SECTION 3.** Employee participation in the ADAPCP will be governed by applicable law and regulation.

## ARTICLE 11

### EMPLOYEE RIGHTS

**SECTION 1.** The Employer and the Union agree that each employee in the unit has the right, freely and without fear of penalty or reprisal, to form, join or assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of such right. Except as otherwise expressly provided in the Civil Service Reform Act of 1978, this right includes the right to act for a labor organization in capacity of Union representative, officer, or steward and to present the views of the labor organization to heads of the Agencies, and other appropriate authorities. This right does not authorize the participation in the management of a labor organization or to act as a representative of such organization by an employee when the participation or activity would result in a conflict of interest or otherwise be incompatible with law or regulation.

**SECTION 2.** The Employer will assure that management officials are apprised of the rights described in Section 1, and that noninterference, restraint, coercion, or discrimination is not practiced within the unit to encourage or discourage membership in a labor organization. The Union will assure that employees in the unit are apprised of the rights described in Section 1.

**SECTION 3.** Any employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials, including Congress, in accordance with applicable laws, rules, regulations, or established policies; and to represent himself, or to choose an attorney or other representative of his own choosing in an appellate action. When the negotiated grievance procedure is utilized, the employee or group of employees presenting the grievance may be represented only by the Union; however, an employee or group of employees may present a grievance to the Employer in their own behalf as long as

the Union has been given an opportunity to be present at the grievance proceeding.

**SECTION 4.** Employees shall not be required to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by an employee for his payment of dues through payroll deductions, or by cash to the Union.

**SECTION 5.** An employee will be allowed reasonable and necessary administrative leave to seek aid and advice from the Union and/or steward concerning any work-related problem, complaint, grievance, appeal, etc., as well as to prepare said grievance, appeal, EEO complaint, etc.

**SECTION 6.** An employee desiring to leave his or her duties to secure the advice and assistance of the Union and/or steward will obtain his or her supervisor's permission before doing so. If the supervisor cannot release the employee at that time, the employee will be advised of the time he can be released from duty.

**SECTION 7.** Employees have the right to conduct their private lives as they desire; however, should the employee's conduct reflect negatively on the efficiency of the Employer, that behavior will be a concern of the Employer. In performing official duties, employee conduct will be guided by the Code of Conduct for Government Employees.

**SECTION 8.** a. Employees will be given a full explanation of any documents they are required to sign. After an explanation, if the employee does not understand the document, he/she may request a Union representative.

b. If an employee refuses to sign for a disciplinary action, no adverse action of any kind will be taken against him/her for their refusal to sign.

**SECTION 9.** The parties agree that employees should present their work-related problems to the lowest level supervisor able to

deal with the problem. However, an employee has the right to communicate with Union representative, EEO counselor, or other employer official regarding matters of personal concern. When an employee seeks a meeting with one of the above officials or representatives, the employee shall request to be excused from official duties by the immediate supervisor and shall provide the supervisor with the meeting's location and approximate duration. No action can be taken against the employee for requesting this meeting.

**SECTION 10.** Excluding medical and security records, employees will be informed when documents that may have an adverse effect on the employee are placed in a Formal Employer Records Systems by the activity. Supervisors may keep a separate employee work folder for all employees they supervise. Employee Work Folders will be kept and disposed of in accordance with applicable law and regulation. Employees may review the contents of their work folder upon request to their supervisor.

**SECTION 11. WEINGARTEN RIGHTS:**

a. Whenever an employee reasonably believes a discussion between management/supervisor and the employee could lead to a disciplinary action, the employee may ask for a Union representative. The meeting will cease until the representative is afforded a reasonable opportunity to be present.

b. The parties agree that depriving the Union of the opportunity to perform its statutory function of assisting a bargaining unit employee under Weingarten devalues the Union and the right to representation. Accordingly, when an employee believes his or her Weingarten rights have been violated, the employee should promptly bring that to the attention of the Union or the LMER Division, Fort Belvoir Civilian Personnel Advisory Center. Allegations of a violation of an employee's rights under subparagraph (a) above shall be promptly investigated by the Employer in cooperation with the Union. The Employer will report to the Union the findings of the investigation. The Employer acknowledges that if a supervisor violates an employee's Weingarten rights, disciplinary action will be considered for that

supervisor. The Union acknowledges that any decision by management concerning discipline of a supervisor for a Weingarten violation is in the sole discretion of the Employer. If a violation is found, the Employer will consult with the Union on corrective measures that may be put in place to prevent future violations.

c. The Employer agrees to permanently post the Weingarten notice, along with the contact information for the Union and the LMER Division, on all employee bulletin boards located in areas occupied by bargaining unit employees. The parties agree that this posting represents a visible indication to the Union and to employees that the Employer recognizes and intends to fulfill its obligations under the Weingarten Statute. In addition, the Employer agrees to electronically notify employees of the bargaining unit of their Weingarten rights once a year.

## ARTICLE 12

### EQUAL EMPLOYMENT OPPORTUNITY

**SECTION 1.** a. The Employer and the Union will cooperate to ensure equal opportunity in all aspects of employment for employees of the bargaining unit. Employment policies and practices will be free from unlawful discrimination based on race, color, religion, sex, age, national origin, or handicap. The basic principle of equal employment opportunity underlies all aspects of the civilian personnel management program of the Employer.

b. The Employer and the Union will also cooperate to promote a climate that does not tolerate sexual harassment. Any instances of such conduct that come to the attention of the Employer will be dealt with swiftly and effectively. Sexual harassment is defined as:

(1) Influencing, offering to influence, or threatening the career, pay, or job of another person, woman or man, in exchange for sexual favors; or

(2) Deliberate or repeated offensive comments, gestures, or physical contact of a sexual nature in a work or duty-related environment.

**SECTION 2.** The Union may submit nominees for positions of Equal Employment Opportunity (EEO) Counselors. The Employer agrees to consider such nominees along with all other individuals nominated, but retains the right of final selection.

**SECTION 3.** Upon the development or updating of the Employer's Affirmative Action plan, the Employer will solicit the Union's views and recommendations regarding situations involving EEO that require correction and improvement for inclusion in the plan. The Employer will give full consideration of

such suggestions submitted by the Union when received by the established deadline.

**SECTION 4.** It is agreed that the current Affirmative Action Plan will be available to the bargaining units. The Plan or a notice of where the Plan may be obtained will be posted at a location readily available to bargaining unit employees.

**SECTION 5.** The Union agrees to support the Employer's EEO Program and will bring to the Employer's attention information on any practices pertaining to civilian employees in the unit which they believe are discriminatory. Such information shall be advisory in nature and will be submitted in writing.

**SECTION 6.** The Union may submit nominees to serve in EEO sponsored programs or committees. The Employer agrees to consider such nominees in accordance with applicable law and regulation and in accordance with mission requirements. The parties agree that the Employer retains the right of final selection of the members who serve in EEO programs or committees.

**SECTION 7.** The Employer will, upon request, provide to the Union on a quarterly basis, statistical information on pre-complaint counseling activities and complaint processing in the bargaining unit. Any reports furnished will protect the privacy of the individuals involved.

**SECTION 8.** Any allegations of discrimination are subject to the appropriate grievance procedure or the statutory appeals procedure only after the complainant has exhausted his or her rights under the Fort Belvoir informal counseling procedure.



## ARTICLE 13

### GRIEVANCE PROCEDURE

**SECTION 1.** This article establishes a procedure for the consideration and resolution of grievances and shall be the exclusive procedure available to the employees in the bargaining unit and/or the Union for resolving such grievances. Only the Union will represent employees under this grievance procedure, however, the grievant may represent himself/herself. If an employee presents a grievance without Union representation directly to the Employer, the Union will be given the opportunity to be present during the grievance proceedings, and upon request, receive any and all documents relating thereto.

**SECTION 2.** A grievance means any complaint:

a. By an employee within the bargaining units identified in the recognition and unit description article, concerning any matter relating to the employment of the employee;

b. By the Union concerning any matter relating to the employment of an employee;

c. By the employees, the Union, or the Employer concerning;

(1) The effect or interpretation, or claim of breach, of this agreement.

(2) Any claimed violation, misinterpretation or misapplication of any law, rule, regulation or policy affecting conditions of employment.

d. Except that it shall not include:

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

(2) Retirement, life or health insurance.

(3) A suspension or removal for national security reasons (5 USC 7532).

(4) Any examination, certification or appointment.

(5) The classification of any position which does not result in a change to the grade or pay of an employee.

(6) Reduction in force (RIF).

(7) Equal Employment Opportunity (EEO) complaints involving an allegation of discrimination where the complainant has not exhausted his/her rights under the informal counseling procedure.

(8) Non-selection for promotion from a group of properly ranked and certified candidates.

(9) Termination of temporary employees serving appointments of less than one (1) year or of career conditional employees during the probationary period.

(10) Termination of a temporary promotion.

(11) A preliminary warning or notice of specific action which, if effected, would be covered under this procedure or would be excluded from coverage under this article.

(12) Failure to adopt a suggestion, a decision to disapprove a quality salary increase, a cash award, or other types of honorary or discretionary awards.

(13) Matters for which no personal relief to an employee is appropriate.

(14) Allegations of mismanagement.

(15) Adverse actions which are defined as removals suspensions for more than fourteen (14) days, reduction-in-grade, reduction-in-pay, or a furlough or thirty (30) days or less.

**SECTION 3.** Question of Grievability. In the event either party should declare the grievance nongrievable, the original grievance shall be considered amended to include that issue. The Employee and the Union agree to raise any question of grievability no later than the time limit for the written answer of the final step of the grievance procedure.

**SECTION 4.** Most of the grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal supervisory level. The Employer and the Union agree that reasonable efforts will be made by Management and the aggrieved party(s) to settle grievances at the lowest possible level. In as much as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance will not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization.

**SECTION 5.** Employees and their representatives will be granted a reasonable amount of time to prepare and present grievances.

**SECTION 6.** The parties agree that any complaint initiated by a bargaining unit employee in which a proposal notice was issued and chance to reply provided shall be presented in writing at Step 2, directly to the Director having authority to deal with the issue in dispute within twenty (20) work days after the effective date of the action or when the employee first became aware of it.

**SECTION 7.** Where there is an individual or group grievance to be resolved, the following procedures will apply:

**STEP 1.** An employee must present a grievance concerning a particular act or occurrence within twenty (20) work days of the act or occurrence, or the date the employee became aware of it. A grievance concerning a continuing act or occurrence may be

presented at any time. The aggrieved employee, group of employees and/or the Union representative will present the grievance to the lowest level official with authority to settle the grievance and that official will make arrangements within ten (10) work days to meet with the grievant and/or Union representative. The appropriate manager will provide a written response within ten (10) work days of the date of the final discussion with the employee(s)/representative regarding the complaint.

**STEP 2.** If the aggrieved party is not satisfied with the results achieved through Step 1 and wishes to pursue the grievance further, the grievance must then be presented in writing to the Directorate level official having authority to deal with the issue within the (10) work days after Management decision at Step 1. The Step 2 grievance shall contain as a minimum the following:

(1) Name, address and telephone number of the aggrieved employee.

(2) Name, address and telephone number of aggrieved employee's Union representative.

(3) Specific nature of the grievance, such as time, place, and date of event and other information concerning the basis for the grievance.

(4) The desired corrective action or remedy.

(5) What article of the contract, regulation, policy or law has been allegedly violated, misinterpreted, or misapplied. The director or his/her representative shall make arrangements to meet with the employee(s) within ten (10) working days after receipt of the grievance and a written answer will be given the grievant(s) within ten (10) working days after the meeting has taken place.

**STEP 3.** If the grievance is not settled at Step 2, the grievant and/or the Union representative, may within ten (10) work days forward the grievance to the Commander or designee, through the

LMER Division, Civilian Personnel Advisory Center for further consideration. The Commander or designee will review the grievance and will make arrangements within ten (10) work days to meet the grievant and/or Union representative. He/She will give the grievant and Union representative his/her written answer within ten (10) work days after the final meeting.

**STEP 4.** If the grievance is not satisfactory resolved at Step 3, the Union may refer the grievance to arbitration in accordance with Article 3.

**SECTION 8.** Union or Employer Initiated Grievances.

Employer/Union grievances under this agreement will be processed as follows:

a. The grievances must be submitted in writing within twenty (20) work days of the date of occurrence of the event which gave rise to the grievance or the date the aggrieved party became aware of the event. A grievance filed by the Union will be addressed to the commander or designee, through the LMER Division, Civilian Personnel Advisory Center. A grievance filed by the Employer will be addressed to the President, Local 1052, AFGE. A written grievance, by either party will contain at a minimum a statement of the grievance, the date of the occurrence or awareness of the occurrence, what article of the contract, regulation, policy or law is involved, and a statement of the corrective actions sought.

b. Upon request of a grievant, the Commander and the Union President or designated representative(s), within fifteen (15) work days, will make arrangements to meet at a mutually agreed upon date and time.

c. The party against whom the grievance is filed will render a written decision to the aggrieved within fifteen (15) workdays after conclusion of the meeting.

**SECTION 9.** Time limits under this article may be extended by mutual agreement.

## ARTICLE 14

### HEALTH AND SAFETY

**SECTION 1.** The Employer has the responsibility to furnish bargaining unit employees places and conditions of employment that are safe from undue job hazards. If and when such conditions are recognized, management will take appropriate action to correct the situation, including reassignment of employees, if appropriate, as determined by the Safety Officer.

**SECTION 2.** The Employer agrees to provide first aid treatment for injury and/or illness to obtain emergency first aid assistance if it becomes necessary during working hours.

**SECTION 3.** All accidents shall be processed in accordance with applicable regulations. When notified of an on-the-job injury, the Employer will provide the CA-1(Notice of Traumatic Injury), and claim for continuation of pay (COP) to the employee or designee and will complete the CA-1 form after receipt of pertinent information from the employee. The CA-16 (Authorization for Examination and/or Treatment) may be provided to the employee before any treatment is authorized.

**SECTION 4.** Employees have a right to the doctor of their choice who is not excluded. The initial non-emergency treatment at the Occupational Health Clinic or emergency treatment at Dewitt Army Hospital, if elected, shall not be considered as the employee's election and the employee may elect to go directly to a hospital or physician of their choice.

**SECTION 5.** Employees will immediately report unsafe or unhealthy conditions to the supervisor in the area involved or the Safety Office without fear of reprisal. Employees will actively participate in the Safety Program by attending safety and health seminars, training classes, and meetings as directed by their supervisors.

**SECTION 6.** Employees shall be furnished, at no cost to them, protective clothing and equipment in accordance with pertinent regulations. Employees shall wear appropriate protective apparel as necessary and as ordered by their supervisor commensurate with the task to be performed and risk involved, including but not limited to, hard hats, safety shoes, protective clothing, gloves, eye protection, hearing protection, respiratory protection, and/or other special equipment as required for safety and health reasons. Employees who deliberately or repeatedly fail to follow safety rules, including wearing of safety clothing and equipment, may be subject to disciplinary actions.

**SECTION 7.** The parties agree that an employee making a written request for reassignment or temporary assignment to light duty work, for job-related illness or injury is entitled to consideration of the request.

a. The request will be in writing and will be accompanied by medical certification stating the employee's specific physical limitations and the length of time it is anticipated that the employee will be incapacitated. The employee will also submit a written medical release authorizing the physician to provide the employer with additional medical information should that become necessary.

b. If the Employer determines the reassignment or temporary assignment to light duty work is not warranted or not possible, the Employer will give a written reply to the employee.

**SECTION 8.** The parties agree that the President, Local 1052, AFGE and his or her designated representative, shall serve as a member of the Quarterly Safety Council. The Union is entitled to bring to the attention of the members any safety-related matter that they deem appropriate for correction and/or resolution.

**SECTION 9.** The Union, upon request, may be furnished copies of any formal safety inspection report of any activity occupied by bargaining unit personnel.

**SECTION 10.** The Employer will provide information on the Worker's Compensation Program to unit employees and the Union.

**SECTION 11.** Vehicles, furniture and equipment will be functional and meet established safety criteria. Determinations as to whether equipment is unsafe will be made by appropriate safety officials. Needed repairs to equipment will be reported to the supervisor at once, without fear of reprisal. The Employer will take necessary action to replace, remove or have repairs accomplished, as appropriate.

**SECTION 12.** If an employee is required to work after his or her regularly assigned hours of overtime, and has concern regarding his or her safety, the Employer will consider the employee's concern and will make adjustments when appropriate and practicable.

**SECTION 13.** The parties agree that the protection of Federal property and personnel is the responsibility of both Management and the employees. With this in mind, the Employer agrees that appropriate training will be given to employees regarding safe work practices. Such training will be done in accordance with applicable laws, rules and regulations.

**SECTION 14.** Guidelines regarding medical conditions of employees:

a. The Employer agrees that access to medical information provided by employees in the course of their employment will be restricted to those with a need to know, and all due care will be taken to preserve the employee's privacy.

b. The Employer agrees to provide disease education as required by law and regulation.



## ARTICLE 15

### HOLIDAYS

**SECTION 1.** The Employer agrees to keep to a minimum, subject to mission requirements, the number of employees required to work on holidays prescribed by law or Executive Order.

**SECTION 2.** The employer retains the right to require the services of an employee on a holiday for the performance of essential functions as determined by the Employer. However, the Employer recognizes the entitlement of such an employee to be compensated for that holiday work in accordance with applicable law and regulations. An employee who works overtime on a holiday will be paid at the same rate as for overtime work on other days.

**SECTION 3.** When an employee's personal religious belief requires abstention from work, he/she may request compensatory time off as soon as possible, but at least seventy-two (72) hours in advance.

**SECTION 4.** An employee excused from work in accordance with Section 3 may work compensatory time either before or within four (4) pay periods after the compensatory time off.

## ARTICLE 16

### HOURS OF WORK

**SECTION 1.** The administrative work week is the seven-day calendar week commencing at 0001 hours on Sunday and ending at 2400 hours the following Saturday.

**SECTION 2.** The basic work week for employees is forty (40) hours in duration, consisting of five (5) eight (8) hour days during the period Sunday through Saturday. The basic work week for regular part time employees is a regularly scheduled tour of duty falling between 16-32 hours during an administrative work week.

**SECTION 3.** The Employer retains the right to establish or change work hours or tour of duty in accordance with policies and regulations required by law or other appropriate authority within or outside the Department of the Army. Changes in tours of duty normally will be posted two (2) weeks in advance and will cover a period of at least one (1) administrative work week. Exceptions may be made to this requirement when circumstances make advance scheduling impossible. Changes in an employee's hours of work will be justified and not used as discipline or reprisal against an employee.

**SECTION 4.** Employees will normally be allowed a fifteen (15) minute rest period during each four (4) hour period worked in a time and place and in a manner which does not interfere with efficiency of operations, as prescribed by the supervisor. Rest periods may not be used to extend the lunch period or to shorten the work day. Breaks for smoking are included in this fifteen (15) minute period.

**SECTION 5.** Lunch periods, during which the employee is entirely free of duty, may not be considered duty time and must be scheduled outside the duty hours established for daily tours of duty. The length of the unpaid lunch period will not be less than thirty (30) minutes nor more than one (1) hour in length. Where overlapping of shifts does not permit time off for lunch, a lunch

period of twenty (20) minutes will be counted as duty time for which compensation is allowed. Where on-the-job lunch periods are in effect, employees must spend the time in close proximity to their work stations. Management will normally schedule lunch periods between 1100 and 1330 hours.

**SECTION 6:** Issues concerning hours of work not covered in this agreement will be considered and approved in accordance with applicable law and regulations. The parties agree that telework, flexible work schedules (FWS), and Alternative Work Schedules (AWS) will be negotiated in accordance with law and regulation. The parties further agree that organizational telework, FWS and AWS policies and practices already in effect at the time this agreement is signed shall remain in effect unless changed by mutual consent of the parties or as required by law, rule and/or regulation.

## ARTICLE 17 - LEAVE

### Section 1: ANNUAL LEAVE

a. Employees accrue and have a right to use annual leave in accordance with applicable laws and regulations. Management has the right to grant or deny leave based upon such factors as workload, staffing, and training requirements. If workload, staffing and training requirements are not compromised, management may grant the employees request for leave.

b. It is the employee's responsibility to request annual leave in advance. Employees are required to submit leave requests using OPM Form 71, Request for Leave or Approved Absence. Supervisors will expeditiously inform employees of their approval/disapproval of annual leave requests. Supervisors will make reasonable efforts to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee forfeits leave at the end of the calendar year. However, it is agreed that it is the employee's responsibility to request use or lose leave in a timely manner in order to preclude end of the year forfeiture. Employees will submit their projected annual leave plan by 1 February of each leave year to identify employees' annual leave desires and to resolve conflicts among employees' annual leave plans. Employees should notify management in a timely fashion if their leave plans change throughout the course of the year. Supervisors will review the projected annual leave plans of each of their subordinate employees and inform each employee of their tentative decision regarding the projected leave plans. It is understood that the projected annual leave plan does not constitute final approval of annual leave, but supervisors will make reasonable efforts to accommodate employees' vacation desires consistent with workload and staffing needs. Where two or more employees request the same period of annual leave and all cannot be spared, the conflict will be resolved on the basis which gives preference to those employees who have not taken the same period of leave the previous year. If no employee used that period of leave the previous year and the leave can be approved, the conflict will be

resolved in favor of the employee who first submitted his or her request using OPM Form 71. The Employer retains the right to cancel previously approved leave requests when it is determined that that an employee's presence on duty is required to support mission requirements.

c. When emergencies or unforeseen circumstances arise requiring the use of annual leave that has not been approved in advance, the approval of annual leave cannot be presumed by the employee. If an employee is unable to report for duty and desires to request unscheduled leave, the following procedures will apply:

(1) Supervisors will designate in writing an alternate official or officials who can receive and approve employees unscheduled leave requests in the absence of the immediate supervisor. Supervisors will provide this written designation to their subordinate employees.

(2) Employees, other than shift employees, will call their immediate supervisor as soon as possible, but not later than one (1) hour after the beginning of the employee's scheduled tour of duty to request unscheduled or emergency leave. If the supervisor is not available when the employee calls, the employee must leave a voicemail message for the supervisor that explains the reason for requesting unscheduled or emergency leave and a call back number where the employee can be reached by the supervisor. The employee must then notify the supervisor's designee and inform him or her of the employee's need for unscheduled or emergency leave.

(3) Shift Employees will call their immediate supervisor or shift supervisor as soon as possible, but not later than one hour prior to the beginning of their scheduled shift, to request unscheduled or emergency leave; however, shift employees engaged in patient care must call into their immediate supervisor or shift supervisor as soon as possible but not later than two hours prior to the start of their shift to request unscheduled or emergency leave. If the supervisor is not available when the employee calls, the employee must leave a voicemail message for the supervisor that explains the reason for

requesting unscheduled or emergency leave and a call back number where the employee can be reached by the supervisor. The employee must then notify the supervisor's designee and inform him or her of the employee's need for unscheduled or emergency leave.

(4) It is understood that merely calling in and requesting leave does not automatically mean an employee's request for unscheduled or emergency leave is approved. It is further understood that it is the employee's responsibility to ensure that he or she speaks with a responsible management official in their supervisory chain to ensure that leave approval has been obtained. In the event a supervisor determines that alternate procedures for requesting unscheduled or emergency leave are necessary for their particular work situation, the supervisor will provide a method of notification to the supervisor's subordinate employees that clearly sets forth the procedures for requesting unscheduled leave.

(5) Approval of unscheduled or emergency leave is at the discretion of the supervisor; therefore, the employee will explain the general nature of the emergency and requested duration of the absence. The supervisor will make a determination on whether or not leave should be granted, and also approve the duration of the leave. If the absence exceeds the original approved duration, the employee will call his or her supervisor to obtain approval for any continued absence.

(6) If the supervisor determines the reason for the unscheduled leave request is not bona fide or compelling enough to warrant absence from work and the employee's services are required, the request for leave can be denied. If the request is denied, the employee will be given a reasonable amount of time to report to work, depending on the distance to the work site and any other appropriate circumstances. The time missed from the employee's duty day will normally be charged to leave; however, the parties agree that management has the right to grant or deny leave based on the circumstances of a given situation.

## **Section 2: SICK LEAVE**

a. Employees will earn and use sick leave in accordance with applicable law and regulations. The Employer and the Union recognize the importance of sick leave and the obligation of employees, as well as the advantage to employees, of only utilizing sick leave when incapacitated for duty for medical or other appropriate reasons. Employees will request sick leave using OPM Form 71, Request for Leave or Approved Absence.

b. Employees have the responsibility to notify their supervisor of their need for unplanned or unscheduled sick leave. The employee will make the notification personally unless they are unable to do so because the serious nature of their injury or illness prevents it. The same notification procedures contained in Section 1, "Annual Leave," of this Article will apply to employees notifying their supervisor of the need for unplanned or unscheduled sick leave.

c. The requirements for employees to provide administratively acceptable evidence to support sick leave absences to the Employer will be governed by applicable law and regulation. A supervisor may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. The Employer may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any absence in excess of three days or for a lesser period when the Employer determines it is necessary, including but not limited to when an employee is under a leave restriction or if a supervisor has reason to believe the employee is abusing/misusing sick leave privileges. At a minimum, medically acceptable documentation to support a sick leave absence must:

(1) Be on letterhead and signed by an appropriate medical practitioner;

(2) State when the employee was seen and whether or not the employee was incapacitated for duty;

(3) Provide the date the employee is expected to return to work;

The parties agree that when a supervisor determines it to be necessary, employees may be required to furnish additional information regarding an employee's medical conditions and the employee's ability to report for duty. It is understood that general and vague statements such as "Out of Work" or "Excused from Work" are not considered medically acceptable to support an employee's sick leave absence and an employee's failure to provide medically acceptable documentation in accordance with applicable law and regulation may result in a charge of AWOL.

d. The Union and the Employer agree that sick leave abuse by employees, including excessive unscheduled absences, have a detrimental impact on the agency's mission. Employees that show a pattern of sick leave abuse may be issued a memorandum of leave restriction. Although not required, the parties agree that employees suspected of abusing sick leave should be counseled on their attendance related deficiencies at least once prior to being placed on leave restriction. Employees who have been given a leave restriction letter will be required to bring a medical certification for any and all sick leave absences thereafter. Employees will have their sick leave restriction letter reviewed after six (6) months. If the employee's attendance has not improved, he or she may be issued a new six-month leave restriction memorandum.

### **Section 3: TARDINESS**

The Union and the Employer agree that from time to time an employee may be late to work but that an employee's habitual tardiness has an adverse impact on an organization's mission and should not be tolerated. Failure of employees to report promptly ready to work at the start of their scheduled tour of duty will be treated as follows:

a. In an isolated instance of tardiness of less than 15 minutes of an employee with an otherwise good attendance record; where the excuse is acceptable to the Employer, the tardiness may be



excused in accordance with applicable regulations. Where the tardiness is in excess of 15 minutes and the reason for the tardiness is acceptable to the Employer, the employee will either request leave to cover the tardy period or request, at the discretion of the Employer, to make up the time by extending the employee's duty day.

b. In the case of tardiness where the excuse is not acceptable to the Employer, the period of tardiness may be treated as an absence without leave (AWOL) and appropriate disciplinary action may be taken.

c. If an employee's tardiness consists of more than an isolated incident and becomes habitual, the employee may be counseled regarding their inability to come to work on time and that their tardiness could lead to formal disciplinary action.

#### **Section 4: LEAVE FOR BLOOD DONATION**

a. The parties agree that, subject to workload requirements, supervisors may excuse employees from work without charge to leave for the time necessary to donate blood. Employees will be granted up to four hours for each authorized donating period.

b. Requests for administrative leave to donate blood will be made as far in advance as possible, normally not less than three days prior to the appointment date. Employees are responsible for providing proof to the supervisor that the employee donated blood.

#### **Section 5: OTHER LEAVE**

Requests for absence or leave pertaining to matters not covered by this Agreement will be considered and approved in accordance with applicable regulations. Examples of such matters are leave without pay (including leave without pay under the Family and Medical Leave Act), maternity leave, court leave, military leave, and administrative leave.

## ARTICLE 18

### MANAGEMENT RIGHTS

**SECTION 1.** The parties agree that nothing in this Agreement shall alter the authority of the Employer:

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

b. In accordance with applicable laws:

(1) To hire, assign, layoff, and retain employees in the Agency, or suspend, remove, reduce-in-grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from;

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

(b) Any other appropriate sources; and

(4) To take whatever actions may be necessary to carry out the mission of the activity during emergencies.

**SECTION 2.** Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed. The assignment of work by the Employer will be in accordance with applicable laws.

## ARTICLE 19

### MATTERS APPROPRIATE FOR NEGOTIATIONS

**SECTION 1.** Subjects appropriate for negotiations between the Parties during the life of this Agreement are supplements or amendments to this Agreement dealing with negotiable conditions of employment.

**SECTION 2.** If the Employer proposes changes to personnel policies, practices and matters affecting conditions of employment for which impact and implementation bargaining is appropriate, the following procedure will apply:

a. The Employer shall notify the Union as soon as possible when it becomes aware of any change in conditions of employment, giving the Union fifteen (15) calendar days from the date of notification to request more information, a briefing, or impact and implementation (I&I) bargaining. The Union will submit proposals in writing within twenty (20) days of receipt of the notice. If the Union has questions on a proposed change and the Parties are working to address those questions, the time limit for submission of proposals by the Union may be extended by mutual agreement.

b. If the Union requests bargaining, negotiations will commence as soon as possible.

c. If agreement is not reached within a reasonable period of time, the Employer may implement its last offer. Negotiations will continue, however, and mediation by the Federal Mediation and Conciliation Service (FMCS) may be requested. Changes that are negotiated or agreed to pursuant to this section shall be duly executed by the Parties and shall become an integral part of this Agreement and subject to all of its terms and conditions.

**SECTION 3.** Nothing in this section shall preclude the Employer and the Union from negotiating:

a. At the election of the Employer on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty or on technology, methods and means of performing work, however, only the duly designated representative of the Employer is empowered to elect to negotiate on these matters.

b. Procedures which management officials of the Employer will observe in exercising any authority under this section.

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## ARTICLE 20

### MERIT PLACEMENT AND PROMOTION

**SECTION 1.** The Employer and the Union agree that the following policies will govern internal placement and promotion of positions in the units;

a. The Employer will fill vacant positions from among the best qualified candidates available, in order to maximize opportunity for continuity of employment, optimum development, and utilization of employee talents and skills, consistent with regulations of the Office of Personnel Management (OPM), and the Department of the Army (DA).

b. Employees will be considered for placement and promotion on a fair and equitable basis, without regard to non-merit factors such as political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical or mental disability, or age and shall be based solely on job related criteria. However, when a vacant position is identified in an approved Affirmative Action Plan (AAP) or a Federal Equal Opportunity Recruitment Program (FEORP) as one in series and grade in the under-presented category, then race, sex, or national origin may be considered as one factor in the selection process, but not the sole or deciding factor.

**SECTION 2.** Normally, all announcements will remain open for no less than seven (7) work days unless issued on an open continuous basis.

**SECTION 3.** The minimum area of consideration, including other Army employees who have voluntarily applied for consideration, will be extended when the area fails to produce a sufficient number of highly qualified candidates, or when the specific vacancy is found to have an adverse impact on a protected group. When previous recruiting experience has failed to produce a

sufficient number of highly qualified candidates, or where it is known that a skill shortage exists, the minimum area of consideration may be extended at the onset. The Employer agrees that candidates from outside DA will be evaluated in so far as possible, by the same methods as employee candidates from the area of consideration.

**SECTION 4.** The Employer agrees that candidates will be evaluated in terms of the skills, knowledge, and abilities required for success in the job to be filled. Minimum qualification standards used for promotion and placement will be the standards of OPM and any appropriate selective placement factors established in accordance with OPM and DA directives. All employees who meet these standards will be further rated against the job related criteria of the position to determine which are highly qualified.

**SECTION 5.** Selection rosters will list the best qualified candidates in alphabetical order for referral to the appropriate selecting official in all situations requiring competitive consideration.

**SECTION 6.** Upon request of an employee and/or the employee's designated representative, the following information about the specific placement or promotion actions will be made available:

- a. Whether the employee was considered for placement or promotion and, if so, whether he/she was found eligible on the basis of the minimum qualification requirements for the position;
- b. Whether the employee was one of those in the group from which selection was made; and
- c. Who was selected for the position.

## ARTICLE 21

### OVERTIME

**SECTION 1.** Overtime hours will be compensated at the appropriate rates in accordance with applicable law and regulations.

**SECTION 2.** The Employer reserves the right to assign overtime to individual employees, as required. Employees are required to work overtime unless excused by the supervisor. Overtime assignments will be distributed equitably and rotated among employees qualified and available to accomplish the overtime work required. It is recognized that certain factors (i.e., leave, security clearance, continuity of jobs of short duration, peculiar environmental or skill requirement, etc.) may cause temporary imbalances in the equitable distribution of overtime.

**SECTION 3.** Employees assigned to overtime work will be given as much advance notice as possible. In cases of unscheduled overtime, it is recognized that little advance notice will be possible because of unforeseen mission requirements. In the event an employee does not desire to work overtime the employee's request to be excused from overtime work should be accommodated if mission/workload permits or if another employee volunteers to work the overtime and management determines that the employee is qualified and able to meet the requirements of the overtime mission. The hours of overtime declined by an employee will be considered as overtime work for purpose of determining the equity of overtime distribution.

## ARTICLE 22

### PERFORMANCE APPRAISALS

**SECTION 1.** The performance management process will be conducted IAW applicable law and regulation. Each employee will be encouraged to participate in development of performance standards for the position held. The Employer will have the final decision as to what the standards will be. The standards should be given to the employee within thirty (30) days of the beginning of the rating period. The period of performance considered in the appraisal will begin upon receipt by the employee of approved performance standards.

**SECTION 2.** In order to assure continuity and an objective appraisal, employees must normally be supervised by the same supervisor with first-hand knowledge and observance of his or her performance for a minimum of one hundred twenty (120) days before receiving an appraisal.

**SECTION 3.** The employee's appraisal and rating will be based solely on his/her performance in relation to the established standards.

**SECTION 4.** The employee should receive feedback throughout the rating period regarding his/her progress. There will be at least one (1) counseling discussion approximately mid-point of the rating period, as a minimum.

**SECTION 5.** At the end of the rating period, normally the Employer will discuss with the employee the results achieved for each standard and the basis for each determination, as well as the overall rating. The employee will have an opportunity to submit written comments to be made a part of the appraisal record. The approved rating will be given to the employee within forty-five (45) days at the end of the rating period.



## **SECTION 6. DOCUMENTATION**

a. Personal notes retained by supervisors/managers that are not required by this article, which are for the personal use of the author and are not provided to any other person, and which are retained or discarded at the author's sole discretion, are not considered a part of the performance appraisal file system; therefore, such notes are not subject to the Freedom Information Act. However, when personal notes are made by the supervisor/manager concerning an individual employee's performance and are intended to be used as supporting documentation to appraise the employee, the employee will be given a copy of these notes upon request.

b. Performance appraisal documentation needed in connection with ongoing administrative, quasi-judicial, or judicial proceedings may be retained as long as necessary beyond the time limits specified.

**SECTION 7.** Employees in the bargaining unit must use the negotiated grievance procedure to file a grievance in relation to their performance appraisal or other matters relating to the appraisal program.

## **SECTION 8. ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

a. When an employee is considered to be performing at an unacceptable level as defined by applicable law and regulations at any time during the performance year, the employee will be notified in writing of his/her deficient performance. Such notification will include the critical elements of which the unacceptable performance is based, specific instances of unacceptable performance, what action must be taken to improve his/her performance to an acceptable level. At the end of the opportunity period, the supervisor will appraise the employee's performance again. If the performance has not improved to an acceptable level of performance, the employer will give the

employee a written notice of proposed action, which specifies the specific instances of unacceptable performance, the critical elements involved, the employee's right to representation, the period of time (i.e. at least seven (7) calendar days from receipt of the advanced notice) in which he/she may respond orally or in writing, and the name and title of the official designated to hear an oral and/or receive a written reply. Such notice of proposed action will be given to the employee at least thirty (30) days in advance of a final decision on the unacceptable performance action.

b. Prior to and during the opportunity period, the Employer will assist the employee to improve his/her performance. If an employee does not feel he or she is getting the proper assistance during the opportunity period to correct his or her performance deficiencies, the employee may bring those concerns to the attention of the Employer and/or the Union. The parties will meet within a reasonable period, normally five (5) workdays, to discuss the employee's concerns.

c. The advance notice period may be extended an additional thirty (30) days by the commander or other designated officials. Further extensions, not to exceed thirty (30) days, can only be made with prior approval to the Office of Personnel Management (OPM).

d. In no case will the final decision to take corrective action be based on a matter not specified in the notice of proposed action.

e. A decision to remove, reduce-in-grade or reassign may be based only on those instances of unacceptable performance by the employee that occurred during the one (1) year period ending on the date of the notice of proposed action.

**SECTION 9.** The decision to remove or reduce-in-grade shall specify the critical elements of the employee's position involved in each instance of unacceptable performance on which the reduction-in-grade or removal is based and shall be concurred in by an official in a higher position than the official who proposed the action.

## **SECTION 9. USE OF PREFORMANCE APPRAISALS.**

a. General Schedule (GS) employees in the bargaining unit will receive within-grade increases when eligible and their performance is at an acceptable level of competence as defined by applicable law and regulations.

b. Performance appraisals may be used as a basis for determining promotions. An employee is not eligible for a career promotion unless performing at the “Success” or equivalent level, or better. The attainment of a “Success” or equivalent rating does not, in and of itself, entitle such an employee to a career promotion.

c. Incentive Awards. The Statute (5 USC, Chapter 45) provides that incentive awards may be used as a form of recognition. They may be used to recognize superior performance by an individual employee or to recognize a special act or service by an employee or by a group of employees. The incentive award may be monetary, honorary, or both. When used to recognize a special act or service, the award is intended to recognize performance which exceeds job requirements as a one-time occurrence; performance on a particular project or assignment; a creative effort that contributes to science or research; or an act of heroism. While the periodic appraisal provides the opportunity to review and assess how actual performance compares with standards set for the job, supervisors should also recognize employees through awards at other times. If the supervisor determines that recognition is merited, the recommendation should be submitted as soon as possible so that the award will be timely.

**SECTION 10.** When an employee is considered to be performing at the “Minimally Acceptable” level, the Employer will provide assistance to help the employee improve his/her performance.

**SECTION 11.** Normally the rating period is twelve (12) months. Exceptions include, but are not limited to, the Upward Mobility Program and Interns, who will be rated at six (6) month intervals during their first year in the program.

## **ARTICLE 23**

### **PROVISIONS OF LAW AND REGULATIONS**

It is agreed and understood that in the administration of all matters covered by this agreement, the Employer, the Union, and bargaining unit employees are governed by existing or future laws; by published agency and Government-wide policies and regulations in existence at the time this agreement is approved; and by subsequently published agency or Government-wide policies and regulations required by law or authorized by the terms of a controlling agreement at a higher agency level.

## ARTICLE 24

### REDUCTION-IN-FORCE, REORGANIZATION & TRANSFER OF FUNCTION

**SECTION 1.** The Employer agrees to notify the Union when it determines that a Reduction-in-Force (RIF), reorganization or Transfer of Function (ToF) will occur. The Union will be notified at least thirty (30) days in advance of notices to the employees. This notification will include:

- a. Proposed date of the action and/or proposed effective date of formal RIF.
- b. Number of employees involved.
- c. Competitive area affected.
- d. Reason(s) for the action.

**SECTION 2.** The Employer will:

- a. Brief the Union on the pending action.
- b. Meet and confer with the Union upon request.

**SECTION 3.** Each bargaining unit employee affected by RIF will be given a minimum of sixty (60) calendar days advance notice before the action is effective.

**SECTION 4.** After a RIF has been announced, the Fort Belvoir Civilian Personnel Advisory Center will inform all affected employees and explain the following:

- a. How the RIF works.
- b. The employees' rights.

- c. The employees' appeal rights.
- d. The meaning of RIF's terminology.

## ARTICLE 25

### SMOKING

**SECTION 1.** The parties agree that using tobacco products harms readiness by impairing physical fitness and by increasing illness, absenteeism, premature death, and health care costs. Readiness will be enhanced by promoting the standard of a tobacco-free environment that supports abstinence from, and discourages the use of any tobacco product. Full cooperation of the Employer, the Union, and employees is expected to ensure people are protected from the harmful effects of tobacco products.

**SECTION 2:** The parties agree to abide by all applicable laws and regulations regarding smoking in the workplace.



## ARTICLE 26

### UNION RIGHTS AND OBLIGATIONS

**SECTION 1.** The Employer agrees to recognize the officers and duly designated representatives of the Union. There shall be no restraint, interference, coercion, discrimination or reprisal against a Union representative because of the performance of his or her representational duties.

**SECTION 2.** The Employer will recognize the Local President and the Secretary-Treasurer, or designee, who normally will be the spokesperson for the Union.

**SECTION 3.** As the exclusive representative of the employees in the unit, the Union is entitled to meet and confer with representatives of the Employer with respect to personnel policies and practices and matters affecting working conditions, and to act for and to negotiate in good faith agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to Union membership.

**SECTION 4.** The union shall be given the opportunity to be represented at formal discussions between management officials and employees or employee representatives concerning grievances, personnel policies, or other matters affecting general working conditions of employees of the unit.

**SECTION 5.** The Union will encourage employees to:

a. Conscientiously perform assigned duties.

b. Comply with applicable standards of conduct, standing operating procedures, statutes, regulations, directives and provisions of this agreement.

c. Cooperate and strive to maintain good working relations with their supervisors and fellow employees.

**SECTION 6.** a. The Employer agrees that official time which is reasonable and/or necessary, as authorized by Chapter 71, Title 5 USC, will be granted each recognized officer/steward, for the performance of representational duties. Official time will be reported to the Labor Management-Employee Relations Division, (LMER), Civilian Personnel Advisory Center on the form located at Appendix A.

b. Official time will be allowed for, but not limited to, the following:

(1) Conferring with employees on matters for which remedial relief may be sought under this agreement, regulations, policies or laws;

(2) Investigating matters for which employees may seek remedial relief;

(3) Interviewing witnesses;

(4) Reviewing documents of the Employer (copies of documents which are relevant to the matter being investigated will be provided to the Union officers or stewards upon request);

(5) Preparing a grievance;

(6) Preparing a statutory complaint or appeal;

(7) Preparing a reply to a notice of proposed disciplinary, adverse or unsatisfactory performance action;

(8) Preparing for and/or attending labor-management activities;

(9) Preparing for and/or participating in an arbitration of a grievance;

(10) Participating in a Federal Labor Relations Authority (FLRA) investigation or hearing and preparation as a representative or witness of/for the Union.

(11) Conferring or meeting with the Employer on matters other than negotiations;

(12) Presenting grievances;

(13) Participating in hearings or meetings held under statutory complaints and appeals procedures;

(14) Attending any examination of an employee in the 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.

c. In addition to the official time specifically granted in paragraph b above, the Employer will provide to the Union President four (4) hours per month for appropriate administrative matters that are not internal union business. The use of such official time will be requested in accordance with this Article and will be in compliance with this Article. The parties may negotiate over additional time that is deemed to be reasonable and necessary for this purpose.

d. In accordance with Chapter 71, Title 5 USC, the President and/or the Secretary/Treasurer, or designee, are the only individuals who can speak for the Union or bind the Union on Policy matters, impact bargaining, attend formal meeting, etc. The stewards are authorized to handle and/or resolve grievances only.

e. Any officer or steward shall first advise their immediate supervisor that they desire permission to leave their work area on appropriate matters, and will inform their supervisor as to the work area they will visit, the expected approximate duration of their absence, and other information required for the Official Time Report. The supervisor will authorize the absence unless the services of the representative cannot reasonably be spared at that

time, in which case they will advise such representative as soon as practical as to the time that authorization will be granted, normally within the next work day. If representatives must enter a different work area, they will check in with the supervisor in that area who will authorize the conduct of business unless precluded by work requirements or work schedules. The representative will report back to the supervisor upon completion of the labor-management business

f. The Union agrees to make a good faith effort to identify and appoint capable stewards to handle bargaining unit activities.

**SECTION 7.** The Union agrees that those activities associated with organizing efforts and internal business of the Union, including but not limited to; the solicitation of memberships, collections of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization forms, and campaigning for Union office, may be conducted only during non-duty time and in non-work areas of the employees involved.

**SECTION 8.** The employer agrees to grant Union officers and stewards excused absence without charge of leave or loss of pay to attend Union-sponsored training under the following conditions:

a. Workload permits the release of the employee as determined by the appropriate management official.

b. The training is of mutual concern and benefit to the Army and the Union and the Army interest will be served by the employee's participation.

c. The Union gives written notice as soon as possible upon learning of the training opportunity. Normally a request to attend such training will be made at least two (2) weeks in advance of the start of the training.

d. Written request for administrative leave shall be submitted to the Labor Management-Employee Relations Division (LMER), Civilian Personnel Advisory Center for a determination

that the proposed training is of mutual concern and benefit to the Army and the Union. After such determination, the Labor Relations Officer will contact applicable supervisors for approval/disapproval of administrative leave. If any portion of requested training is not approved, the Union will be provided the reasons in writing.

**SECTION 9.** The Union agrees to provide the Labor Management-Employee Relations Division (LMER), Civilian Personnel Advisory Center, a written listing of its officers and stewards and to maintain it on a current basis. The Civilian Personnel Advisory Center will notify the units involved.

**SECTION 10.** It is agreed that the President and Secretary-Treasurer may serve as representative in all areas in the unit, as the need arises. Upon request, representatives will be prepared to present individual authorizations from employees when representing those employees regarding grievances or other matters.

**SECTION 11.** The Employer agrees to provide the following to new bargaining unit employees within two weeks of their entrance on duty:

- a. The web address to the Local 1052 Web Page.
- b. The phone number, building number, and office hours of the Union.
- c. Weingarten rights notice.

## ARTICLE 27

### USE OF OFFICIAL FACILITIES

**SECTION 1.** The parties agree that the name, location and telephone number of the Union Office, and that of the Union President, will be printed in the Fort Belvoir Staff Directory each time it is published.

**SECTION 2.** The Employer agrees to provide reasonable space (normally a minimum of one-third of the space) on employee bulletin boards located in areas occupied by bargaining unit employees for the display of Union literature, correspondence, notices and related material. The names, work locations and telephone extensions of the Union officers or stewards may also be displayed.

a. The Union agrees that literature posted will not libelously reflect on the integrity of an individual or Government agencies or activities.

b. The Union will be responsible for posting and/or removal of such material. The Employer agrees that the Union will have access to locked bulletin boards for this purpose and that the Union is responsible for safeguarding any keys that are provided to them for bulletin board access.

**SECTION 3.** The Employer agrees to provide a Web Page for the Union on the Fort Belvoir Garrison Web Site which will contain the location, hours, and contact information for the Union including the Union phone number and e-mail address. The Web Page will also contain the Labor Contract in electronic format; SF Form 1187, Request for Payroll Deductions for Labor Organization Dues; SF Form 1188, Cancellation of Deductions for Labor Organization Dues; and the web link to the National AFGE web page.

**SECTION 4.** The Employer agrees to distribute copies of this agreement to each bargaining unit employee at the time of publication through electronic mail. The Employer also agrees to

post the agreement on the Fort Belvoir Web Page. The Employer will provide the Union with a one-time printing of one-hundred (100) courtesy copies of this agreement.

**SECTION 5.** The Employer agrees that the Union will have use of the Post Distribution Facility to send material only. The Union agrees to give up the Stop Number. The Union may distribute material to unit employees during non-duty hours. The Union will be responsible to ensure that proper addresses (name and directorate) are on all material so distributed. Preparation of such material shall be without cost to the Employer. Upon request the Union will be provided copies of Employee-Supervisor Bulletins, vacancy announcements, daily bulletins, and regulations.

**SECTION 6.** The Employer will provide the Union access to the Federal Personnel Manuals (FPM's), Army Regulations (AR's), and Fort Belvoir Regulations, as well as all updates, as issued. Upon request, copies of these regulations will be provided the Union. The Union will receive copies of all new MACOM or Fort Belvoir Regulations relating to personnel policies and practices or labor matters as they are issued.

**SECTION 7.** The Employer and the Union will work together to draft a mutually acceptable statement concerning the contents of this agreement. The statement will be attached to the initial electronic transmission of the agreement that goes out to employees.

**SECTION 8.** The Employer agrees to furnish the Union a complete and up-to-date listing of all employees in the unit upon request. Each such listing shall include the name, work location and occupational code of each employee.

**SECTION 9.** Local 1052, AFGE shall be furnished with office space amounting to at least 1300 square feet.

a. The Employer agrees to pay for all utilities, such as heat, electricity, water, and sewage. The Employer will provide custodial services in the same manner as generally provided to other organizations of the Fort Belvoir Garrison.

b. The Union will be furnished two (2) telephone lines—  
The Employer agrees to provide the Union with two (2) telephone instruments.

c. The Employer agrees to provide the Union, in the most cost efficient manner to the government, serviceable office furniture and equipment that the parties mutually determine to be reasonable and necessary for the Union to fulfill its statutory obligations.

d. The Employer agrees to maintain all government-owned equipment.

**SECTION 10.** Volunteers needed to accomplish clean-up/refurbishment of the Union office shall be given a reasonable amount of administrative time when work is accomplished during duty hours of the employees. The Employer must authorize any amount of administrative time given for this purpose commensurate with mission requirements.

**SECTION 11.** The Union will be permitted to use the Employer's conference rooms for approved "Lunch and Learn" informational meetings. These meetings will take place during the lunch period (normally between the hours of 11:00 a.m. and 1:00 p.m.) The Employer will approve the Union's use of such rooms when it does not conflict with the mission requirements of the Employer. The Union will make every attempt to schedule the use of the rooms as far in advance as possible (normally at least two weeks in advance). Employees' attendance at these meetings will be on non-duty time.



## ARTICLE 28

### WORKING CONDITIONS

**SECTION 1.** The Employer agrees to provide a break area in each building containing bargaining unit employees provided space is available.

**SECTION 2.** Break areas will contain a refrigerator and a microwave oven. Tables and chairs will be furnished when available.

**SECTION 3.** The employees are responsible for keeping the break area clean of trash and dirty utensils. The Employer will arrange for routine cleaning and maintenance of the area.

**SECTION 4.** The issuance, maintenance and cleaning of protective clothing, gear, and tools, as required by the Employer, will be provided in accordance with applicable law and regulations.

**SECTION 5.** Where protective clothing and/or tools are provided, employees will be furnished, upon request, a lockable space in which to keep such items. Locks will be provided by the employee who will retain the keys. Such locked spaces will be maintained in a sanitary condition.

## **ARTICLE 29 - ULP INFORMAL SETTLEMENT**

**SECTION 1.** This Article sets forth procedures for processing unfair labor practice allegations under 5 USC 7116 before such allegations are formally filed with the Federal Labor Relations Authority under its rules. The express intent of the parties is to facilitate informal discussion concerning alleged unfair labor practices and enhance the possibility of informal resolution thereof, before such allegations are formalized before a third party.

**SECTION 2.** The procedures set forth herein will be applied when either party alleges that the other party has violated a provision of 5 USC 7116; however, allegations involving Section 7116(b)(7)(A) are exempt from this Agreement.

**SECTION 3.** The procedure set forth in this Article shall not negate either party's right under 5 USC 71 to allege violations of Section 7116 of that Title before the Federal Labor Relations Authority in accordance with its rules. However, where the parties execute a settlement agreement resolving a particular allegation, that allegation shall be precluded from further processing before the Authority.

**SECTION 4.** Procedures:

a. Where a party to this Agreement believes that the other party has engaged in any act prohibited by 5 USC 7116, that charging party must notify the responding party of intent to file an unfair labor practice charge with the Federal Labor Relations Authority. Such notification must be received by the responding party at least 20 calendar days prior to the filing of such charge with the Authority. Alleged violations of Section 7116(b)(7)(A) of 5 USC 71 are exempt from this requirement and shall be processed in accordance with applicable rules of the Authority.

b. Where the Union is the charging party, written notification will be served upon the Employer, with a copy furnished to the Fort Belvoir CPAC, ATTN: LMER Branch. Where

the Employer is the charging party, the Employer shall serve the Union President.

c. The written notice must contain a clear and concise statement of the facts constituting the alleged unfair labor practice, including the time and place of occurrence of the particular acts, any supporting documentation, and the specific provisions of Section 7116 alleged to have been violated.

d. The Employer and the Union may meet informally to discuss the alleged unfair labor practice(s). Such meeting shall normally take place within 10 calendar days of receipt of written notice by a responding party as provided above.

e. The party notified of an unfair labor practice allegation as provided in Subsection (a) of this Section shall render a decision to the charging party within 15 calendar days of receipt of such notice. If the facts support the proposed charge, remedies will be decided. If the parties are unable to resolve the matter, or if the responding party fails to issue a written decision within the time limits provided herein, the charging party may then pursue the matter before the Federal Labor Relations Authority in accordance with its rules.

**SECTION 5.** Enforcement. Disputes over the interpretation and application of this Article shall be resolved exclusively under the Negotiated Grievance Procedure.

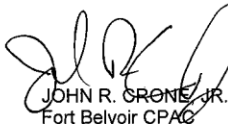
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement of this 16th day of June 2009.

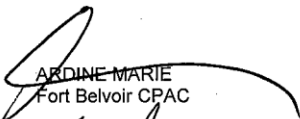
FOR THE UNION:

  
CURTIS GRAY  
President, AFGE Local 1052  
Chief Negotiator

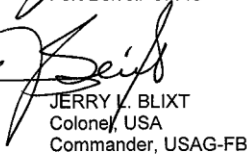
  
MICHAEL MULHOLLAND  
Administrative Assistant  
AFGE, Local 1052

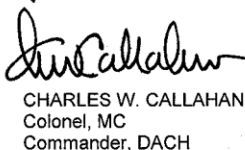
FOR THE EMPLOYER:

  
JOHN R. GRONE, JR.  
Fort Belvoir CPAC

  
ARDINE MARIE  
Fort Belvoir CPAC

  
MICHAEL SAWYERS  
Fort Belvoir OSJA

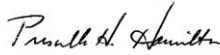
  
JERRY L. BLIXT  
Colonel, USA  
Commander, USAG-FB

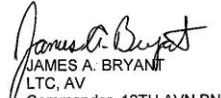
  
CHARLES W. CALLAHAN  
Colonel, MC  
Commander, DACH


  
MICHAEL P. BISHOP  
Colonel, Aviation  
Commander, OSAA

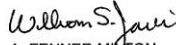
APPROVED BY AGENCY HEAD:  
14 JULY 2009

FOR THE EMPLOYER:

  
PRISCILLA H. HAMILTON  
COL, DMD, MHA, MSS  
Commander, NARDC &  
WRAMC Dental Activity

  
JAMES A. BRYANT  
LTC, AV  
Commander, 12TH AVN BN

  
MARK E. BOHANNON  
LTC, VC  
Commander, NCD VET CMD

  
A. FENNER MILTON  
DIRECTOR, NCVESD  
F#2

  
CHRISTINE THOMPSON  
DIRECTOR, MICC

## APPENDIX A

### OFFICIAL TIME REPORT FOR UNION REPRESENTATIONAL DUTIES

\_\_\_\_\_  
EMPLOYEE NAME

\_\_\_\_\_  
EMPLOYEE'S ORG

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUILDING/ORGN/TELEPHONE WHERE EMPLOYEE MAY BE  
CONTACTED

#### OFFICIAL TIME USAGE

Time will be charged in actual hours/minutes used.

#### **CATEGORY 1, CONTRACT NEGOTIATIONS.**

Include Impact & Implementation (I&I) bargaining, time spent with the Federal Mediation & Conciliation Service (FMCS), Federal Service Impasses Panel (FSIP), or Federal Labor Relations Authority (FLRA), negotiability dispute proceedings, and in preparation for negotiations.

\_\_\_\_\_ hours

#### **CATEGORY 2, ON-GOING LABOR MANAGEMENT RELATIONSHIP.**

Include time spent in labor-management committees, consultation, Occupational Safety & Health Administration (OSHA) walk-arounds, FLRA, Unfair Labor Practice and Representation proceedings, Labor Relations training for Union representatives, preparation of Union reports under 5 USC 7114, formal and informal meetings, and any investigation or preparation time allowed by the negotiated agreement or controlling regulations.

\_\_\_\_\_ hours

**CATEGORY 3, GRIEVANCES AND APPEALS.**

Include time served as a representative or witness to third-party proceedings and investigation or preparation time.

\_\_\_\_\_ hours

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE

\_\_\_\_\_  
EMPLOYEE'S SIGNAGTURE

## **This Appendix is Provided for Informational Purposes Only**

### **APPENDIX B**

The following Table of Penalties is found in [Army Regulations Online](#):AR 690-700, Chapter 751. A Table of Penalties is a list of the infractions committed most frequently by agency employees, along with a suggested range of penalties for each. The penalties are graduated in severity based on whether an employee has no previous record of misconduct, has a single previous incident of documented misconduct, has two previous incidents of documented misconduct, etc. More serious types of misconduct have a more serious suggested penalty or range of penalties for a first offense than less serious types.

A Table of Penalties, as stated previously, contains a suggested range of penalties. It is a guide to discipline, not a rigid standard. Deviations are allowable for a variety of reasons. For example, when an employee is being charged with multiple offenses at the same time, it may be appropriate to exceed the maximum suggested penalty for all of the individual offenses. Again, when an employee has repeatedly committed the same offense, even though the employee is being charged with the offense for the first time, it may be appropriate to exceed the maximum suggested penalty. When the offense the employee committed is especially serious, compared to normal degree of the stated offense, there may be a basis for exceeding the maximum suggested penalty. On the other hand, there may be occasions when it may be appropriate to assess a penalty below the minimum suggested for the particular offense. In either event, when assessing a penalty outside the suggested range, there should be a reasonable explanation to distinguish why the penalty is outside the norm, a reason that can be explained to third parties in the event of a review.

- 
- A. Behavioral Offenses for Which Progressive Discipline is Appropriate**
  - B. Offenses Warranting Punitive Discipline**
  - C. Penalties Applying to Civilian Marine Personnel (Excluding Harbor Craft Employees)**
-



**A. BEHAVIORAL OFFENSES FOR WHICH PROGRESSIVE DISCIPLINE IS APPROPRIATE**

<b>OFFENSE</b>	<b>NATURE OF OFFENSE</b>	<b>FIRST OFFENSE</b>	<b>SECOND OFFENSE</b>	<b>THIRD OFFENSE</b>	<b>REMARKS</b>
1. Insubordination	Refusal to obey orders, defiance of authority.	Written reprimand to removal	5 day suspension to removal	Removal	
2. Fighting/ Creating a Disturbance*	a. Creating a disturbance resulting in an adverse effect on morale, production, or maintenance of proper discipline.	Written reprimand to 5 day suspension	5 to 10 day suspension	10 day suspension to removal	*Penalty may be exceeded if work is severely disrupted.
	b. Threatening or attempting to inflict bodily harm without bodily contact.	Written reprimand to 14 day suspension	14 day suspension to removal	30 day suspension to removal	*Penalty may be exceeded based on such factors as type of threat, provocation, extent of injuries, whether actions were defensive or aggressive in nature, or whether actions were directed at a supervisor.
	c. Hitting, pushing or other acts against another without causing injury.	Written reprimand to 30 day suspension	30 day suspension to removal	Removal	
	d. Hitting, pushing or other acts against another causing injury.	Written reprimand to removal	Removal		
3. Sleeping on duty	a. Where safety of personnel or property is not	Written reprimand to 1 day suspension	1 to 5 day suspension	5 day suspension to removal	

	endangered.				
	b. Where safety of personnel or property is endangered.	1 day suspension to removal	Removal		
4. Loafing; delay in carrying out instructions	a. Idleness or failure to work on assigned duties.	Written reprimand to 3 day suspension	1-5 day suspension	5 day suspension to removal	
	b. Delay in carrying out or failure to carry out instructions within the time required.	Written reprimand to 3 day suspension	1-5 day suspension	5 day suspension to removal	
5. Attendance related offenses	a. Any absence from the regularly scheduled tour of duty which has not been authorized and/or for which pay must be denied (AWOL) or any absence from management directed additional hours of duty (Unauthorized Absence). Includes leaving the work site without permission	Written reprimand to 5 day suspension	1-14 day suspension	5 day suspension to removal	Penalty depends on length of absences. Removal may be appropriate for 1st or 2nd offenses if the absence is prolonged
	b. Failure to follow established leave procedures	Written reprimand to 5 day suspension	1-5 day suspension	5 day suspension to removal	

	c. Unexcused tardiness	Written reprimand to 1 day suspension	1 to 3 day suspension	1 to 5 day suspension. Habitual tardiness warrants removal	Includes delay in reporting at the scheduled starting time, returning from lunch or break periods, and returning after leaving work station on official business. Penalty depends on length and frequency of tardiness.
6. Unauthorized use of alcohol, drugs or controlled substances	a. Unauthorized possession or transfer of alcoholic beverages while on government premises or in a duty status.	Written reprimand to 5 day suspension	5-14 day suspension	14 day suspension to removal	Penalty may be exceeded when aggravating circumstance are present. See AR 600-85.
	b. Unauthorized use of alcoholic beverages while on government premises or in a duty status.	Written reprimand to 14 day suspension	14-30 day suspension	30 day suspension to removal	
	c. Reporting to work or being	Written reprimand to	14 day suspension	Removal	

	on duty while under the influence of alcohol, a drug or a controlled substance to a degree which would interfere with proper performance of duty, would be a menace to safety, or would be prejudicial to the maintenance of discipline. See para. 13 for other drug related offenses.	30 day suspension. Removal may be warranted if the safety of personnel or property is endangered.	to removal		
7. Discourtesy	a. Discourtesy, e.g., rude, unmannerly, impolite acts or remarks (non-discriminatory).	Written reprimand to 1 day suspension	1 to 5 day suspension	3-10 day suspension	Penalty for fourth offense within 1 year may be 14 day suspension to removal. Penalty may be exceeded if discourtesy or similar conduct was directed to a supervisor.
	b. Use of abusive or offensive language, gestures, or similar conduct (non-	Written reprimand to 10 day suspension	5 day suspension to removal	30 day suspension to removal	

	discriminatory)				
8. Gambling	a. Participating in an unauthorized gambling activity while on Government premises or in a duty status.	Written reprimand to 1 day suspension	1-5 day suspension	5-30 day suspension	See AR 600-50
	b. Operating, assisting or promoting an unauthorized gambling activity while on Government premises or in a duty status or while others involved are in a duty status.	14 day suspension to removal	Removal		
9. Indebtedness	Failure to honor valid debts where agency mission or employee performance are affected.	Written reprimand	Written reprimand to 1 day suspension	Written reprimand to 5 day suspension	See AR 690-700, chap. 735, app E. There must be a clear nexus between efficiency of the service and the debt complaint.

**B. OFFENSES WARRANTING PUNITIVE DISCIPLINE**

OFFENSE	NATURE OF OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	REMARKS
10. False Statements	a. False statements, misrepresentation	Written reprimand to removal	30 day suspension to removal	Removal	See para. 2-1. Removal is warranted for

	, or fraud in entitlements, includes falsifying information on a time card, leave form, travel voucher, or other document pertaining to entitlements.				a first offense.
	b. False statements or misrepresentations on an SF 171, or other documents pertaining to qualifications, or on any official record not otherwise enumerated.	Written reprimand to removal	14 day suspension to removal	30 day suspension to removal	See para. 2-1. Removal is warranted when selection was based on falsified SF 171 where falsification was intentional (i.e., not an omission or where intent can be proven), or where the employee occupies a fiduciary position.
	c. Knowingly making false or malicious statements against co-workers, supervisors, subordinates, or government officials with the effect of harming or destroying the reputation, authority, or official standing of that individual or	Written reprimand to removal	Removal		

	an organization.				
	d. Deliberate misrepresentation , exaggeration, concealment, withholding of a material fact. Includes perjury, making false sworn statements, and lying to a supervisor.	Written reprimand to removal	5 day suspension to removal	10 day suspension to removal	
11. Stealing	Stealing, actual or attempted, unauthorized possession of government property or property of others, or collusion with others to commit such acts.	14 day suspension to removal	Removal		See para. 2-1. Penalty depends on such factors as the value or the property or amounts of employee time involved, and the nature of the position held by the offending employee which may dictate a higher standard of conduct.
12. Misuse or abuse of Government Property	a. Using Government property or Federal employees in a duty status for other than official purposes.	Written reprimand to removal	1 day suspension to removal	14 day suspension to removal	See AR 600-50. Penalty depends on such factors as the value of the property or amounts of employee time involved, and the nature of the position held

					by the offending employee which may dictate a higher standard of conduct.
	b. Loss of or damage to government property, records or information when an employee is entrusted in safeguarding Government property as an absolute requirement of the job (e.g., cashier, warehouse worker, property book officer)	Written reprimand to 14 day suspension	Written reprimand to removal	14 day suspension to removal	
	c. Willfully using or authorizing the use of a government passenger motor vehicle or aircraft for other than official purposes.	30 day suspension to removal	Removal		See 31 USC 1349. Penalty cannot be mitigated to less than 30 days.
	d. Misuse of Government credentials	Written reprimand to removal	5 day suspension to removal	14 day suspension to removal	
	e. Intentionally mutilating or destroying a public record.	Removal			18 USC 2071
13. Unauthorized use or	a. Introduction of a controlled substance to a work area or	3 day suspension to removal	Removal		



possession of a controlled substance	government installation for personal use				
	b. Introduction of a controlled substance to a work area or government installation in amounts sufficient for distribution or distribution of a controlled substance on a government installation	Removal			
14. Failure to observe written regulations , orders, rules, or procedures	a. Violation of administrative rules or regulations where safety to persons or property is not endangered.	Written reprimand to 1 day suspension	1-14 day suspension	5 day suspension to removal	
	b. Violation of administrative rules or regulations where safety to persons or property is endangered	Written reprimand to removal	30 day suspension to removal	Removal	
	c. Violations of official security regulations. Action against National Security				
	(1) Where restricted information is not compromised and breach is unintentional	written reprimand to 5 day suspension	1-14 day suspension	5 day suspension to removal	See AR 604-5 and 5 USC 7532
	(2) Where restricted	Written reprimand	30 day suspension	Removal	

	information is compromised and breach is unintentional	to removal	to removal		
	(3) Deliberate violation	30 day suspension to removal	Removal	(3)	
15. Discrimination because of race, color, religion, age, sex, national origin, political affiliation or handicap, or marital status	Prohibited discriminatory practice in any aspect of employment (e.g., employment, appraisal, development, advancement or treatment of employees). Includes failure to prevent or curtail discrimination of a subordinate when the supervisor knew or should have known of the discrimination.	Written reprimand to Removal			Appropriate penalty depends on the facts in a given case weighed against DA policy that discrimination is prohibited.
16. Sexual Harassment. Influencing, offering to influence, or threatening the career, pay, job, or work assignments of another person in exchange for sexual favors OR deliberate or	a. Involving a subordinate	1 day suspension to removal	10 day suspension to removal	30 day suspension to removal	Appropriate penalty depends on the fact situation in a given case weighed against DA policy that sexual harassment will not be tolerated. Where conduct created a hostile or offensive work environment,
	b. Not involving a subordinate	Written reprimand to 30 day suspension	5 day suspension to removal	10 day suspension to removal	

repeated offensive comments, gestures or physical contact of a sexual nature.					removal is warranted for a first offense.
17. Constitutional Violation	Violation of employee's constitutional rights (i.e., freedom of speech/association/religion.)	Written reprimand to removal	5 day suspension to removal	30 day suspension to removal	
18. Conduct Unbecoming a Federal Employee	a. Immoral, indecent, or disgraceful conduct	1 day suspension to removal	Removal		Includes off-duty conduct if nexus is established.
	b. Solicitation of or accepting anything of monetary value from person who is seeking contracts or other business or financial gain	10 day suspension to removal	Removal		
19. Refusal to testify; interference or obstruction	a. Refusal to testify or cooperate in a properly authorized inquiry or investigation	1 day suspension to removal	5 day suspension to removal	Removal	Witness shall be assured freedom from restraint interference, coercion, discrimination or reprisal in their testimony.
	b. Interference with attempting to influence, or attempting to alter testimony of witnesses or participants.	5 day suspension to removal	10 day suspension to removal	Removal	
	c. Attempting to impede	10 day suspension	30 day suspension	Removal	

	investigation or to influence investigating officials.	to removal	to removal		
20. Political Activity	a. Violation of prohibition against soliciting political contributions.	Removal			5 USC 7323, 7324 and 7325
	b. Violation of prohibition against campaigning or influencing elections.	30 day suspension to removal	Removal		
21. Misappropriation	a. Directing, expecting or rendering services not covered by appropriations	Removal			5 USC 3103
	b. Failure to deposit into the Treasury money accruing from lapsed salaries or from unused appropriations from salaries.	Removal			5 USC 5501
22. Job Actions	Participating in or promoting a strike, work stoppage, slow down, sick out or other job actions.	Removal			
23. Reprisal	a. Intentional interference with an employee's exercise of, or reprisal against an employee for exercising a right to grieve, appeal or file a complaint through established	Written reprimand to removal	5 day suspension to removal	30 day suspension to removal	

	procedures.				
	b. Reprisal against an employee for providing information to an Inspector General, MSPB Office of Special Counsel, EEOC or USACARA investigator, or for testifying in an official proceeding.	Written reprimand to removal	5 day suspension to removal	30 day suspension to removal	
	c. Intentional interference with an employee's exercise of, or reprisal against an employee for exercising a right provided under 5 USC 7101 <u>et seq</u> (governing Federal Labor-Management Relations).	Written reprimand to removal	5 day suspension to removal	30 day suspension to removal	
	d. Finding by MSPB of refusal to comply with MSPB order or finding of intentional violation of statute causing issuance of a special counsel complaint.	Written reprimand to removal	Removal		5 USC 1206(g)(1) and 1207(b)

**C. PENALTIES APPLYING TO CIVILIAN MARINE PERSONNEL (EXCLUDING**

**HARBOR CRAFT EMPLOYEES)**

In addition to the penalties listed above that apply to Army employees in general, there are certain offenses for which, under express provisions of law or regulation, civilian marine employees may be punished by removal or even by fine or imprisonment.

<b>OFFENSE</b>	<b>FIRST OFFENSE</b>	<b>SECOND OFFENSE</b>	<b>THIRD OFFENSE</b>	<b>REMARKS</b>
24. Desertion	Removal (mandatory)			Employee forfeits all pay and allowances due from the voyage.
25. Missing sailing of the ship.	Written reprimand to removal	10 day suspension to removal	30 day suspension to removal	
26. Willful disobedience to lawful command at sea.	Written reprimand to removal	10 day suspension to removal	30 day suspension to removal	The offender may be confined until such disobedience shall cease. Pay does not accrue during period of confinement.
27. Assaulting any Master, Mate, Pilot, Engineer or other officer.	Written reprimand to removal	Removal		Upon conviction, offender may be imprisoned not more than 2 years (46 USC 11501).
28. Willfully damaging the ship or	Loss of pay equal to the loss sustained	Loss of pay equal to the loss sustained and 30	Loss of pay equal to the loss sustained	See 46 USC 11501

her equipment, or willfully embezzling or damaging any of her stores or cargo.	and reprimand to removal.	day suspension to removal.	and removal.	
29. Smuggling	Removal (mandatory)			For any act of smuggling for which the offender is convicted and whereby loss or damage is occasioned to the Master or the Army such a sum as sufficient to reimburse the Master of the Army may be retained from offender's wages in satisfaction or on account of such liability.
30. Introducing , selling, possessing , or using intoxicants aboard	5 day suspension to removal.	10 day suspension to removal.	30 day suspension to removal.	

ship.				
31. Unauthorized use or possession of a controlled substance				
a. Introduction of a controlled substance aboard ship for personal use.	5 day suspension to removal.	Removal.		
b. Introduction of a controlled substance aboard ship in amounts sufficient for distribution, or distribution of a controlled substance aboard ship.	Removal.			



