

. 1993 .

**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 Fort Belvoir: the U.S. Army Medical Department Activity, Fort Belvoir; the U.S. Army Dental Activity Fort Belvoir; and the U.S. Army Information Systems Command-fort Belvoir, including General Schedule (GS) and Wage Grade (WG, WL and WD), Wage Board Print (WBP), regular full time and regular part time employees, employees serving under TAPER appointments (temporary appointments pending establishment of a register), professional employees, and employees of the Fort Belvoir Commissary, not excluded below.

Specially 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, employees of tenant activities except as specified in the proceeding paragraph, and employees the following exclusive unit: all non-supervisory WG personnel and GS store Checkers paid from appropriated funds employed at the Fort Belvoir Commissary.

b. All non-supervisory employees, both GS and WG, of Davison Aviation Command, Fort Belvoir, 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 U.S. Army Belvoir Research Development and Engineering Center, Fort Belvoir, excluding 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 on subchapter II, 5 CFR, Part 752. Actions based solely on unacceptable performance are addressed in Article 22.

SECTION 2. Administrative adverse actions will be taken in a timely manner, if possible no less than thirty (30) days after management becomes aware of the need for such action. All actions will be 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 MER Division, Civilian Personnel Office.

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 (FCMS) 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) arbitrators name from the list of five (5) names repeating this procedure until only one (1) name remains. The remaining individual shall be the duty 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 is 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 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

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

The Employer will provide information they have on contracting out and will provide allowable information as it is developed or becomes known.

ARTICLE 5

DATE AND DURATION

SECTION 1. This agreement shall remain in effect for three (3) 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 expiration date. 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 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 provision not found or declared to be invalid remain in full force and effect the duration of the agreement.

SECTION 5. The effective date of this agreement shall be the date it is approved by the Commander, Military District of Washington (MDW) or his designee; 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.

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 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.

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. Details to higher-grader position or positions of known promotion potential that are in excess of 120 calendar days will be made competitively.

ARTICLE 7

DIRECT DEPOSIT OF PAY

SECTION 1. No change will be made in the manner of payment for all current employees in the bargaining unit represented by AFGE Local 1052.

SECTION 2. New Employees hired in or after the effective date of this agreement will be offered the choice of direct deposit of pay or mailing to address of their choice.

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 only for such cause as will promote the efficiency of the service.

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 shall be followed. The parties agree that some instances of employee misconduct are outside the realm of progressive discipline and warrant punitive discipline.

SECTION 4. The employee has the right to request Union representation when an examination is to be conducted by a representative of the agency, if the employee reasonably believes that disciplinary action may result. If the employee requests union representation, no questioning of the employee will take place until the Union has been given a reasonable opportunity to be present. Upon request, a copy of a written statements made by an employee will be provided to the employee 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 authorized Union official provides written certification to the Payroll Office, through the MER Division, CPO, 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 forwarded completed SF 1187's to the MER Division, CPO for transmittal to the Payroll Office.
- e. Furnish written to the MER Division, CPO and the Payroll Office of the names and addresses of Union officials to whom dues withheld from employee's pay are to be transmitted.
- f. Provide the MER Division, CPO 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 MER Division, CPO.

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. MER Division, CPO 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 forward to the Treasure, 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 shall be voluntary. However, when an employee refuses a referral, appropriate action for job performance may be taken.

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, 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 the law or regulation.

SECTION 2. The Employer will assure that management officials are appraised 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 appraised 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 the 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 and 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 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 private notes (for their eyes only) on employees to prevent errors arising from memory alone; employees will be informed that notes are being kept.

SECTION 11. Whenever an employee reasonably believes a discussion between management/supervisor and the employee could lead to a disciplinary action, the employee ask for a

Union representative. The meeting will cease until the representative is afforded a reasonable opportunity to be present.

ARTICLE 12

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Employer and the Union will cooperate in providing equal opportunity for all persons in every aspect of employment without regard to race, color, religion, sex, age, national origin, or mental or physical handicap.

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 Employers' 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. It is agreed that the Union may nominate, in writing one (1) representative to serve in the Federal Woman's Program who meets the criteria of all the members. The representative will demonstrate commitment to the EEO Program and regularly attend meetings when scheduled.

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 individual involved.

SECTION 8. Any allegations of discrimination are subject to the appropriate grievance procedure or the statutory appeals procedure only after the complaint 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 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, of 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 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 or 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 constructed 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 a 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 of 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 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 have been alleged violated, misinterpreted, or misapplied. The director of 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 grievance and/or the Union representative, may within ten (10) work days forward the grievance to the Commander or designee, through the MER Division, CPO 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 satisfactorily 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 MER Division, CPO. A grievance filed by the Employer will be addressed to the President, Local 1052, AFGE. A written grievance, by either party will contain as 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 grievance, 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 conclusions 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) will 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 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 or 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 for the task to be performed and risk involved, including nothing but not 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 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 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 make 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 employees regarding safe work practices. Such training will be done in accordance with applicable laws, rules and regulations.

SECTION 14. Guidelines regarding Acquired Immune Deficiency (AIDS):

- a. The parties agree that confidentiality regarding persons having AIDS will be maintained.
- b. The Employer agrees to educate all employees regarding the AIDS program, on an "as needed" basis.
- c. Persons with AIDS will not be discriminated against in any way.

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. Exception 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 be allowed a fifteen (15) minute rest period for each four (4) hours 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.

ARTICLE 17

LEAVE

SECTION 1. ANNUAL LEAVE

a. Annual leave is approved absence from duty in a pay status and is provided to allow every employee vacation period(s) for rest and recreation, as well as time off for personal and emergency purposes. Although the accrual of annual leave is an employee right, the use of annual leave is subject to the prior approval of the appropriate supervisor.

b. For leave planning purposes, employees are encouraged to inform their supervisors in writing of desired periods of leave, not later 1 march. The SF71, Application for Leave, will be used. This leave will normally be approved or disapproved within five (5) work days of submission. Where two (2) or more employees request the same period of annual leave and all cannot be spared, the conflict will be resolved on a 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 last year and the leave can be approved, the conflict will be resolved in favor of the employee who submitted his or her request the earliest.

c. After 1 March, employees should request annual leave for extended periods of four (4) or more consecutive work days, as early as possible, not later than fifteen (15) days in advance. The supervisor will normally approve/disapprove this leave within five (5) work days of submission.

d. Employees who cannot use the previously approved annual leave may request rescheduling of this leave in accordance with Section 1C.

e. The following procedures will be followed by employees when requesting unscheduled or emergency leave:

(1) Employees other than shift employees, will call the supervisor or supervisor's designee as soon as possible, but not later than two (2) hours after the beginning of the employee(s)' scheduled tour of duty.

(2) Shift employees must call the shift supervisor on duty or the supervisor's designee at least one (1) hour prior to the beginning of the employee(s)' scheduled shift, except for those engaged in patient care who must call in two (2) hours prior to the start of their shift.

(3) 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 probable duration of the absence. If the absence exceeds the original approved duration, the will call his or her supervisor again, no later than the next scheduled workday. If the employee does not provide the probable duration of absence, he/she will either call his/her supervisor again the next scheduled work day or report to work the next scheduled work day.

(4) If the emergency 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.

f. The Employer retains the right to cancel previously approved leave when required by emergency circumstances. If scheduled leave is disapproved, the SF 71 will be annotated

with the reason for disapproval, and returned to the employee.

SECTION 2. SICK LEAVE

a. The Union and the Employer recognize the importance of sick leave and will encourage employees to use sick leave appropriately.

b. Sick leave, when accrued, shall be granted to employees when they are incapacitated for the performance of their duties, for reasons of illness, injury, or other reasons as provided by leave regulation. Employees will submit a leave request for non-emergency medical, dental and optical examinations or treatment with as much advance notice as possible.

c. The following procedures will be followed by employees when requesting unscheduled or emergency sick leave:

(1) Employees, other than the shift employees, will call the supervisor or the supervisor's designee as soon as possible, but no later than two (2) hours after the beginning of the employee's tour of duty. Normally, the call will be made by the employee.

(2) Shift employees must call the shift supervisor on duty or the supervisor's designee at least one (1) hour prior to beginning of their scheduled shift. Employees engaged in patient care who must call in two (2) hours prior to the start of their shift.

(3) 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 the probable duration of the absence.

SECTION 3. MEDICAL DOCUMENTATION

a. After three (3) days absence, an employee's certification in the SF 71 will constitute sufficient supporting evidence that he/she is ill or incapacitated.

b. When an employee is suspected of abusing sick leave, he/she will first be counseled and warned that a doctor's certification will be required in the future if the abuse continues. If the counseling does not correct the problem, the employee may be issued a leave restriction letter.

c. Employees who have been given a leave restriction letter will be required to bring a medical certification for any all sick leave thereafter.

d. Employees will have their sick leave restriction letter reviewed after six (6) months. If the problem has not improved, he/she will be advised in writing of the reasons for this continuation.

e. When an employee makes a request for a benefit or an accommodation because of a medical condition, the supervisor may request that the employee submit administratively acceptable documentation in support of that request.

SECTION 4. PARENTAL AND FAMILY RESPONSIBILITY

a. Maternity Leave. Childbirth related physical examinations, or complications of pregnancy are temporary disabilities and will be treated for leave purposes in the same manner as any other condition which incapacitates the employee for the performance of duty. Leave used for maternity reasons including delivery, recuperation, and physical examination may be a combination of annual leave,

sick leave, or leave-without-pay. After the physician determines the amount of leave appropriate for maternity purposes, the employee will request the needed leave. If the employee desires a period of adjustment and/or the time to make arrangements for the care of the child, the employee may request annual leave or leave-without-pay (LWOP).

b. Leave for Paternity Reasons. Leave for paternity reasons, such as assisting or caring for minor children or the parent of a newborn child, adoption and care of a child, children with special needs, care of inform parents, foster care, or school activities of children may be annual leave or leave-without-pay. Such leave should be requested as far in advance as practical, and is subject to approval.

SECTION 5. INCAPACITATION FOR DUTY FOR PREGNANCY REASONS

If a pregnant employee submits documented evidence from her attending physician that she cannot safely perform assigned duties, the Employee shall make every reasonable effort to accommodate the employee. This will include the assignment of light duty, if applicable.

a. The Employer has an obligation to assure continues employment in the employee's position or a position of like seniority, status and pay to the employee who wishes to return to work following

delivery and confinement, unless termination is otherwise required by expiration of appointment, by Reduction-in-Force(RIF), for cause or for similar reason unrelated to the maternity absence.

b. Sick or annual leave may be advanced in accordance with appropriate regulations.

c. Employees may participate in the Leave Transfer Program in accordance with appropriate regulations.

SECTION 6. OTHER LEAVE

Leave-without-pay (LWOP), court leave and all other types of leave will be administered in accordance with applicable regulations.

SECTION 7. LEAVE FOR BLOOD DONATION

a. The parties agree that employees will be excused from work without charge to leave for the time necessary to donate blood. This excused time will include recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excused time authorized will not exceed four (4) hours. In unusual cases such as when the must travel a long distance, or when unusual need for recuperation occurs additional time may be granted, on a case-by-case basis.

b. The four (4) hours of excused absence, if approved, are authorized only for those employees who donate blood. They are not authorized for employees who volunteer, but who are unable to donate blood for any reason.

c. Employees may not use the time approved for any period other than that immediately following donation of blood. If an employee elects to donate blood early in their established tour of duty, he/she may not be excused from duty, without charge to leave, from more than the time approved. Employees who do not wish to return to duty may request appropriate 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.

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 proposed 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 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 nor the sole or deciding factor.

SECTION 2. Normally, all announcements will remain open for no less than fifteen (15) calendar 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 even an employee does not desire to work overtime the employee's request to be excused from overtime work may be accommodated. The hours of overtime declined will be considered as overtime work for purpose of determining the equity of overtime distribution.

ARTICLE 22

PERFORMANCE APPRAISALS

SECTION 1. In accordance with 5USC Chapter 43 and FPM Chapter 430, 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 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 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 a fully successful, the employer will give the employee a written notice of proposed action, which specified 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) calendars 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.

c. The advance notice period may be extended got 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 the one (1) year period ending on the date if the notice of proposed action.

SECTION 8. 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 shall be concurred in by an official in a higher position than the official who proposed the action.

SECTION 9. USE OF PERFORMANCE APPRAISALS.

a. General Schedule (GS) employees in the bargaining unit will receive within-grade increases when eligible if their performance is at an acceptable level of competence. Under this plan, acceptable performance equates to a performance rating of "Fully Successful."

b. Performance appraisals must be used as a basis for determining promotions. An employee is not eligible for a career promotion unless performing at the "Fully Successful" level, or better. The attainment of a "Fully Successful" 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 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 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 counseling and assistance including training, if appropriate, 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

In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws; by published agency and the Government-wide policies and regulations in existence at the time the 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 if 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 Civilian Personnel Office 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 terminology.

ARTICLE 25

SMOKING

SECTION 1. Recognizing the health hazards of smoking and passive smoke to both the smoker and nonsmoker, smoking will be allowed only in designated areas. Where ventilated space exists, a smoking area will be designated in each building where bargaining unit employees are located. If space is not available, the Employer agrees to provide covered outdoor space for smoking purposes.

SECTION 2. In buildings where smoking areas are designated the employer will provide ash trays or receptacles.

SECTION 3. A smoking cessation clinic will be available at Fort Belvoir to include bargaining unit employees at no cost to the employee.

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 interest 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 Management-Employee Relations Division, (MER), Civilian Personnel Office (CPO) on the form located at Appendix A.

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

(1) Confering 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 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.

d. 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 authorization that 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

e. 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 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 adequate written notice of request to attend such training (normally at least two (2) weeks).

d. Written request for administrative leave shall be submitted to the Management-Employee Relations Division (MER), Civilian Personnel Office (CPO) 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 Management-Employee Relations Division (MER), Civilian Personnel Office (CPO), a written listing of its officers and stewards and to maintain it on a current basis. The Civilian Personnel Office 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.

ARTICLE 27

USE OF OFFICIAL FACILITIES

SECTION 1. The parties 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 (at least one quarter of the space) on 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.

Section 3. The Employer agrees to distribute copies of this agreement to each bargaining unit employee at the time of publication and subsequently to all new unit employees entering on duty. Cost of printing the agreement shall be borne by the Employer. The Union will be provided with fifty (50) copies of this agreement.

SECTION 4. 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. The Union will be provided copies of Employee-Supervisor Bulletins, vacancy announcements, daily bulletins, and regulations.

SECTION 5. 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 MDW or Fort Belvoir Regulations relating to personnel policies and practices or labor matters as they are issued.

SECTION 6. Orientation concerning the contents of this agreement shall be provided by the Employer and the Union to both supervisors and Union representatives. It is agreed that such training will not be used as or become a forum for disputes. It is further agreed that a script will be jointly prepared and agreed that a script will be jointly prepared and agreed upon in advance from which to address the supervisors and representatives. Questions from the floor will be encouraged.

SECTION 7. 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 8. 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, sewage, and trash collection. This shall be retroactive to 30 September 1990.

b. The Union will be furnished two (2) telephone lines— one (1) Class C and one (1) Class A line. The Employer agrees to provide the Union with two (2) telephone instruments.

c. The Union will be provided the following office furniture:

- (1) Table, office w/ wood top and metal legs.
- (2) Desk, F/T Wood.
- (3) Desk, F/T, Double Pedestal Wood, 60wx34dx30h.
- (4) Rug, 9x9, Wool Moresque.
- (5) Table, Conference, Oak Wood, 120x48.
- (6) Stand, Office Machine.
- (7) Table, office, Wood, 72x36x29h.
- (8) Table, Computer, Printer/Terminal.

(9) Chairs, Two (2), executive type.

(10) Chairs, Secretary, two (2).

(11) Chairs, straight back, w/o/ arms, six (6)

(12) Chairs, conference, with arms and casters, twelve (12).

d. The Union will be provided with one (1) typewriter, electric, self correcting.

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

SECTION 9. Volunteers needed to accomplish clean-up/refurbishment of the Union office shall be on administrative time when work is accomplished during duty hours of the employees.

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. Tables and chairs will be furnish when available.

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

SECTION 4. Protective clothing, gear, and tools, as required by the Employer, will be provided.

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.

SECTION 6. Video Display Terminals (VDT) or computer terminals- the parties acknowledge that there are certain ergonomic and environmental factors that can contribute to the health and comfort of VDT users. These factors involve the proper design of work stations and the education of managers, supervisors, and employees about the ergonomic, job design and organizational solutions to VDT problems. Employees who operate VDTs for extended periods of time will be furnished ergonomically designed chairs, tables and footrests to the maximum extent possible within the available budget. Whenever a VDT work area is remodeled, the design will take into consideration the desirability of low reflecting surfaces and paneling. Current industry standards for manufacture of VDT's provide for acceptably low levels of ionizing radiation. Glare shields will be considered in VDT placement is relation to windows.

SECTION 7. Non-VDT Work Reassignment Request. Accommodation request form pregnant employees for reassignment during pregnancy, or some portion of the pregnancy, will be considered under 5 CFR 339. While there is no conclusive evidence that VDTs cause problems during pregnancy, the Employer will, in all possible cases with medical documentation, reassign persons during pregnancy to non-VDT work.

SECTION 8. Every employee working on VDTs or computer terminals will be given the opportunity to take a break away from his or her machine, such breaks to be for 15 minutes after every two hours of work on the terminal. Employees will be expected to perform other duties during these breaks.

SECTION 9. Employees who have work related vision problems may apply Worker's Compensation Benefits and will be compensated according to the provisions of that program.

SECTION 10. Employees will receive pre-placement and thereafter, screenings for complaints thought to be related to their job functions. These screenings will be done on official time at Army expense. Additional appointments for examination/treatment will be handled under ordinary leave procedures.

CONTRACT NEGOTIATORS

UNION

DORIS HILDRETH
Chief Negotiator
AFGE National Office

MICHAEL URQUHART
Trustee
AFGE Local 1052

ROBERT GREENE
Executive Vice President
AFGE Local 1052

RUBEN JOHNSON
DOL

DENYSE SLOVICK
Print Plant

MARIA WEILER
MEDDAC

DOUGLAS KERSHAW

MANAGEMENT

CARL STORMANT
Chief Negotiator
DRM

MAJ WILLIAM PARKER
MEDDAC

FIDEL RODRIQUEZ
BRDEC

OLLIE GREEN
SJA

PHIL GRIGNON
CPO

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement of this day of April
1993

Michael Urouhart
MICHAEL UROUHART
Trustee, AFGE Local 1052

Peter J. Geloso
PETER J. GELOSO
Colonel, U.S. Army
Garrison Commander

Warren A. Todd, Jr.
WARREN A. TODD, Jr.
COLONEL, MC
Commanding

Gary R. Badger
GARY R. BADGER
Colonel, DC
Commanding

Kenneth R. Drennan
KENNETH R. DRENNAN
Director, U.S. Army Information
Systems Command-Fort Belvoir

John E. Alley
JOHN E. ALLEY
Colonel, AV
Commanding

Dennis C. Cochrane
DENNIS C. COCHRANE
COLONEL, EN
Commanding

**OFFICIAL TIME REPORT
FOR UNION REPRESENTATIONAL DUTIES**

NAME OF EMPLOYEE EMPLOYEE'S ORGANIZATION 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 SIGNATURE

APPENDIX "A"