

LABOR – MANAGEMENT AGREEMENT

BETWEEN

UNITED STATES ARMY MANEUVER CENTER OF EXCELLENCE

UNITED STATES ARMY GARRISON

UNITED STATES ARMY MEDICAL DEPARTMENT ACTIVITY

WESTERN HEMISPHERE INSTITUTE FOR SECURITY COOPERATION

AND

FEDERAL EMPLOYEES METAL TRADES COUNCIL

AFL-CIO

FOR

WAGE GRADE NON-SUPERVISORY EMPLOYEES

EFFECTIVE

February 4, 2010

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## PREAMBLE

Pursuant to the policy set forth in Title VII, Civil Service Reform Act, 1978, PL 95-454, hereinafter referred to as the Federal Service Labor Management Relations Statute(FSLMR) and subject to all applicable statutes, laws, Executive Orders, existing or future laws and of appropriate authorities, including policies set forth by Office of Personnel Management; by published agency policies and regulations in existence at the time this Agreement is approved; and by subsequently published agency policies, based on compelling need, and regulations required by law or by regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level, the following constitutes an agreement by and between the United States Army Maneuver Center of Excellence (MCOE) of the Training and Doctrine Command (TRADOC); United States Army Garrison Fort Benning of the Installation Management Command (IMCOM); the United States Army Medical Department Activity (MEDDAC) of the Medical Command (USAMEDCOM); and the Western Hemisphere Institute for Security Cooperation (WHINSEC); hereinafter referred to as the Employer, and Federal Employees Metal Trades Council, AFL-CIO, Fort Benning, Georgia. The below listed affiliated Unions of the Council are set forth for information purposes; however, the Council, hereinafter referred to as the Union, is the signatory of this Agreement.

Local 52	U.A. of Plumbers
Local 926	International Union of Operating Engineers
Local 515	Laborers International
Local 613	International Brotherhood of Electrical Workers
Local 2699	International Association of Machinists and Aerospace Workers
Local 85	Sheetmetal Workers

## **ARTICLE 1**

### **EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT**

Section 1. The Employer recognizes that the Union is the exclusive bargaining representative for all Employees within bargaining units as outlined below:

All wage grade (WG) employees of the U.S. Army Installation Management Command, the U.S. Army Maneuver Center of Excellence, the U.S. Army Medical Department Activity, and the Western Hemisphere Institute for Security Cooperation, Fort Benning, Georgia.

Section 2. Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **ARTICLE 2**

### **RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

Section 1. In prescribing regulations relating to personnel policies and practices and conditions of employment, the Employer shall have due regard for the obligation to meet and confer imposed by the Federal Service Labor-Management Relations (FSLMR) Statute. However, except at the election of the agency, the obligation to meet and confer does not include matters with respect to the mission of the Employer, its budget; its operation; the number of Employees; and the numbers, types, and grades of positions or Employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices. The parties may, however, agree to provide appropriate arrangements for Employees adversely affected by the impact of the realignment of work forces or technological change.

Section 2. The Employer will (a) encourage the achievement of high standards of employee performance and the continual development and implementation of work practices to facilitate improved employee performance and efficiency; (b) provide Employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting working conditions; and (c) strive to maintain constructive and cooperative relationships between the Employees, the Union and the Employer.

Section 3. The Employer shall not interfere with, restrain, or coerce an Employee in the exercise of the rights assured by the FSLMR Statute nor discipline or otherwise discriminate against an Employee because of a filed complaint or given testimony under the FSLMR Statute or provision of this agreement.

Section 4. The Employer maintains the right, in accordance with applicable laws and regulations:

a. to direct Employees;

b. to hire, promote, transfer, assign, and retain Employees, and to suspend, demote, discharge, or take other disciplinary action against Employees;

- c. to relieve Employees from duties because of lack of work or for other legitimate reasons;
- d. to maintain the efficiency of the government operations entrusted to them;
- e. to determine the methods, means, and personnel by which such operations are to be conducted; and
- f. to take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

### **ARTICLE 3**

#### **RIGHTS AND OBLIGATIONS OF UNION**

Section 1. The Union shall have the right and the responsibility to present its views to the Employer, either orally or in writing, on any matter of concern which is appropriate for consultation according to Article 5 of the Agreement.

Section 2. Commensurate with the provisions of this Agreement, the Union shall at all times be free to exercise its right to advance the best interest of and fully protect the Employees covered by this Agreement and shall have full freedom to engage in authorized activities on behalf of the Union.

Section 3. The Employer will furnish the Union with a current list of Employees in the Unit each calendar year upon request of the Union. The list will contain such information authorized by applicable regulations.

Section 4. All activities concerned with internal management of the Union will be conducted during non-duty time of the Employees involved to include, but are not limited to, Union meetings, solicitation of membership, campaigning for Employee organization officers, conduct of elections for Employee organization officers, and distribution of literature.

Section 5. The Union shall have the right to discuss with the Employer any dispute concerning the interpretation or application of this Agreement.

Section 6. No paper, document, or communications issued by the Union to the Employer shall be deemed valid unless it bears either the signature of the President, Vice-President, Recording Secretary, or the Financial Secretary of the Union. This procedure excludes correspondence covering grievances initiated under Article 21, Section 14.

Section 7. The Union agrees to encourage Employees to (a) perform properly assigned duties to the best of their ability, (b) comply with applicable standards of conduct, (c) cooperate and strive to maintain good working relations with their supervisors and fellow Employees and (d) participate in and promote programs designed to improve work methods and conditions.

## **ARTICLE 4**

### **RIGHTS AND OBLIGATIONS OF EMPLOYEES**

Section 1. The provisions of the entire written Agreement are for the benefit of all Employees covered by this Agreement. Each Employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity and each Employee shall be protected in the exercise of this right.

Section 2. Except as otherwise expressly provided in the FSLMR Statute, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

Section 3. The rights described in Section 1 do not extend to participation in the management of a labor organization or acting as a representative of such an organization by a supervisor, except as provided in the FSLMR Statute, or by any Employee when the participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the Employee.

Section 4. Each Employee shall have the right to bring matters of personal concern to the attention of the appropriate officials of the Employer and/or the Union.

Section 5. All provisions of this Agreement shall be applied fairly and equitably to all Employees in the unit.

Section 6. Employees are obligated to (a) perform properly assigned duties to the best of their ability, (b) comply with applicable standards of conduct, (c) cooperate and strive to maintain good working relations with the Employer and fellow Employees. Employees are encouraged to actively participate in and promote programs designed to improve work methods and conditions.

Section 7. The Employer will advise Employees of their immediate supervisor and the line of supervision/chain of command.

Section 8. Nothing in this Agreement shall require an Employee 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 a member for the payment of dues through payroll deductions.

## **ARTICLE 5**

### **MATTERS APPROPRIATE FOR CONSULTATION**

Section 1. The Employer and the Union, through appropriate representation, shall meet at reasonable times and confer in good faith with respect to personnel policies and practices and matters affecting conditions of employment of bargaining unit Employees, so far as may be appropriate under applicable laws and regulations, including policies set forth in published agency policies and regulations, and the FSLMR Statute. These matters include but are not

limited to such matters as occupational health, safety, and training of Employees of the unit, labor-management relations, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work. Such obligation does not, however, compel either party to agree to any specific proposal advanced during consultations or require the making of a concession on any specific matter.

Section 2. For purposes of this Agreement, consultation is defined as any dialogue, either oral or written, between management and labor organization officials on matters of mutual interest. Consultation, unlike negotiation, does not involve joint decision making and the consultative process need not necessarily result in agreement between management officials and representatives of the labor organization. It is agreed that in the absence of compelling circumstances to the contrary, such consultation shall occur before rather than after decisions are reached.

Section 3. Either party desiring or having a requirement to consult with the other, shall give advance oral or written notice to the other party. Such notice shall include a statement of the subject matter to be discussed and the problem which generated the cause for discussion. Normally meetings will take place within five (5) workdays after notification is given. Either party shall notify the other of delay and reason for such delay, and date and time the meeting can be scheduled, normally within ten (10) workdays.

## **ARTICLE 6**

### **UNION REPRESENTATION**

Section 1. The Employer recognizes the officers, and duly designated stewards appointed by the Union. The Union may designate a steward for each work area and a chief steward for each division or comparable level in non-directorate activities. The Union will furnish the Employer a current list of the names of the officers, to include Union office held. The list will include chief stewards and stewards, with assigned work area. This list will be submitted each year prior to 15 January and 15 July. Notification of changes will be submitted to the Employer promptly as they occur.

Section 2. The primary point of contact between the Union and the Employer for the purpose of discussing questions concerning the general administration or interpretation of this Agreement or other matters involved in day to day relations between the parties shall be for the Union, the President, or the authorized representative and for the Employer, the Director of Civilian Personnel Advisory Center, or the representative.

Section 3. If the President of the Union is an Employee of the Employer, official time will be authorized for representational duties, as provided within this agreement. No official time will be utilized on internal union business. Union officers and stewards will not have their performance appraisal adversely affected because of time spent in representational duties.

Section 4. The Employer agrees, upon request by the Union, to consider providing official time for representational duties for the President or designated officer in an incremental manner based on increases in the WG workforce.

Section 5. It is intended by the parties that Employees may be represented in all matters by the shop steward designated in their work area. Should there be no shop steward assigned or available for the work area, the representational responsibilities will be handled by the chief steward assigned to that area. This shall not prevent a chief steward from acting as a Union representative in other work areas when appointed in writing by the President to such duties in cases of illness, absence on annual leave, group grievances or hearings. Deviation from this procedure will be accomplished by mutual agreement.

Section 6. Stewards may not be permanently changed from one work area to another without prior consultation with the Union unless circumstances preclude compliance. A written record of the consultation will be made listing those present and copies furnished to both parties by an appropriate representative of the Employer.

Section 7. Non-local Union representatives may visit the installation to carry out the functions which come within the scope of their responsibility provided they satisfy requirements controlling admission of visitors to this installation, and advise the Civilian Personnel Advisory Center of the purpose of their visit. Such visits shall be confined to those functions authorized by controlling regulations and procedures. Union representatives who have received proper clearance from the Civilian Personnel Advisory Center will schedule consultation and visits with any activity official whom they are to contact in advance and during regular working hours at mutually convenient times.

Section 8. Management shall make every reasonable effort, consistent with operations requirements, to retain key Union officials, i.e., the President, Vice-President, Union Vice-Presidents, Recording Secretary, Financial Secretary, and Chief Stewards, on the day shift during their terms in office. The Union shall keep the Employer currently informed of the names of those Employees who are affected by this section and shall maintain this list with the Employer on a current basis.

Section 9. The Union will properly orient and indoctrinate stewards with respect to Title VII, FSMR Statute, as well as the provisions of this Agreement.

Section 10. Upon in-processing of new Employees, handouts will contain information about Union contacts and the online link to the collective bargaining agreement.

Section 11. Commensurate with the provisions of the Agreement, recognized Union representatives shall at all times be free to exercise their right to advance the best interest of and fully protect the Employees covered by this Agreement and shall have full freedom to engage in authorized activities on behalf of the Union; and no representative shall be restrained, coerced, intimidated, or discriminated against because of authorized activities on behalf of the Union. It is further agreed that no Union representative shall be denied any right or privilege otherwise entitled to because of their serving as a Union representative.

Section 12. A Union officer, chief steward or steward, when desiring to leave the work area for the purpose of performing representational duties during working hours, shall first notify the immediate supervisor and will, at that time, inform them of the nature of the business to be transacted and the estimated time required. Authority to leave the work area will then be granted in the absence of compelling circumstances. Upon entering a shop or work area under a supervisor other than their own, the representative shall contact the supervisor and advise of their presence and the name of the Employee to be contacted. In the absence of compelling circumstances, an appropriate representative of the Employer will make necessary



arrangements for the representative to contact the Employee(s). During such absence, the steward will confine their activities to the conduct of that business for which approval of temporary absence was requested and return directly to their work area upon completion of the business at hand.

Section 13. The representative will report to their supervisor upon return to their shop or work area after completion of their representational duties. If at that time it is found that the representative has utilized time in excess of that estimated and cannot reasonably justify the additional time expended, the excess time may be disallowed. However, prior to disallowing time in these instances, the matter will be referred for consultation between the Employer and the Union.

Section 14. In no circumstances should the amount of time used by stewards and other designated Union representatives result in serious interference with the assigned responsibility of the activity or be unjustifiable in light of the benefits, including sound employee-management relations to be derived.

Section 15. The Employer will maintain a record of official time used for representational duties on appropriate form and in the pay system using official time codes. A copy of the form will be provided to the CPAC quarterly.

## **ARTICLE 7**

### **BASIC WORKWEEK AND HOURS OF DUTY**

Section 1. Except when the Employer determines it would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the Employer will provide the following:

- a. Assignments to tours of duty are scheduled in advance of the administrative workweek over periods of not less than 1 week.
- b. The normal basic workweek for full-time Employees will consist of five (5) days, Monday through Friday when possible, and the two (2) days outside the basic workweek are consecutive. Compressed work schedules (CWS), an alternate work schedule, may be authorized for designated activities to include 9, 10, and 12 hour days for part-time and full-time Employees. CWS cannot be utilized by intermittent Employees.
- c. The working hours in each day in the basic workweek are the same unless covered by a CWS.
- d. The basic non-overtime workday may not exceed eight (8) hours, except for Employees under CWS.
- e. Breaks in working hours of more than 1 hour may not be scheduled in a basic workday.

Section 2. The normal shift is eight (8) hours daily except for Employees under CWS with a thirty (30) to sixty (60) minute nonpaid lunch period as determined appropriate.

Section 3. The Employer retains the right to establish or change work schedules, hours, tours of duty, consistent with published policies and regulations of Department of the Army and any changes in policies and regulations subsequently required by law, Office of Personnel Management, or other appropriate authority outside Department of the Army. In accordance with applicable statutes and regulations, the Employer can make exceptions to requirements when circumstances preclude compliance. In exercising the authority to establish or change the work schedule and hours of work for Employees in the unit, the Employer will consider the views of the Union before a decision is made. It is understood that the decision of the Employer to make change(s) after due consideration of the Union views does not require concurrence of the Union or Employees.

Section 4. All work schedules shall be announced in writing, and shall be clearly posted on all official bulletin boards in the affected area. Where appropriate, email or other web sources may also be utilized. It is recognized that changes in such schedules may be required because of emergency situations or mission requirements.

Section 5. It is the policy of the Employer to grant rest periods not to exceed fifteen (15) minutes during the first half and second half of an eight (8) hour shift subject to the criteria below.

It is left to the operating official's discretion to determine whether rest periods are to be taken on a time schedule by all personnel or to authorize individual rest periods at such time as will not interfere with work. These rest periods shall not be a continuation of the lunch period or taken immediately prior to quitting time. At least one of the following criteria will be the basis for determining the need for rest periods:

- a. Protection of Employees' health by relief from hazardous work or that which requires continual and/or considerable physical exertion.
- b. Reduction of accident rate by removal of fatigue potential.
- c. Working in confined spaces or in areas where normal personal activities are restricted.
- d. Increase in, or maintenance of, high quality and/or quantity production traceable to the rest period.

Section 6. Time may be allowed by the Employer (normally 5 minutes) to clean equipment, work areas, and for personal hygiene; however, Employees will not leave their work area prior to the end of their work day.

Section 7. In the event of inclement weather, power failure, breakdown, or other interruptions due to the acts of God, resulting in the interruption or suspension of operations, Employees who have not received prior notification and who report to duty as scheduled or who are in a duty status and whose services cannot be utilized in their present work area or elsewhere shall be administratively excused from duty without charge to leave or loss of pay consistent with regulatory requirements. Questions concerning applicability of this Section will be referred to the Director of Civilian Personnel Advisory Center.

Section 8. Where appropriate, supervisors shall consider rotating similar duty assignments for Employees between shifts. Exception to shift rotation may be made for compelling reasons, such as to alleviate personal hardship or to permit an Employee to pursue formal education relating to improving qualifications for positions which would be mutually beneficial to the

Employee and the Employer. In addition, exception may also be made where an Employee volunteers in writing for permanent assignment to a particular shift schedule and no other affected Employee objects to such arrangement. Exceptions will be granted for definite periods of time, normally not to exceed six (6) months, will be terminated when the reason for granting ceases to exist, and may be renewed after review for current validity. Upon request of Employees, prior to effective date of work schedule, days off may be exchanged based on approval by the Employer consistent with workload requirement and by mutual consent of the Employees. The supervisor shall maintain records of such assignments for six (6) months and shall make them available to the Union upon request. In the event of denial by the supervisor such denial shall be for compelling reasons and explained to the Employees involved.

Section 9. Where three (3) shift operations are in effect, the shifts will normally consist of eight (8) hours, including a twenty-minute (20) paid lunch period when overlapping of shifts is not possible. Where these paid lunch periods are in effect, Employees must spend their time in close proximity to their work stations in order to respond as the situation may require. When changes in shift hours become necessary, Employee(s) will be notified prior to the beginning of the administrative workweek.

Section 10. When preparing work schedules, supervisors will avoid scheduling which results in more than five (5) workdays between off duty days unless such scheduling would adversely affect essential operations by seriously handicapping the carrying out of functions or substantially increasing costs to the agency.

Section 11. An Employee who performs work on Sundays as part of their basic workweek will be compensated at 25% of their regular hourly wage for the entire shift if any part of the shift falls on Sunday. An Employee on annual or sick leave or otherwise excused from work for the Sunday portion of the shift shall receive the regular rate of pay for the shift. Shift differential will be paid in accordance with applicable laws and regulations.

Section 12. Each Employee shall be at the job site, ready for work, at the scheduled starting time of the shift. If an Employee is required by the Employer to perform any work or duty either before or after the regular shift hours, the Employee shall be compensated at the appropriate rate of pay for such duty. If an Employee is directed by the Employer to report at a designated location at a specified time prior to the scheduled start of the shift, such time will be considered compensable at the appropriate rate of pay, except payment of overtime in connection with official travel is subject to Article 25, Section 1.

## **ARTICLE 8**

### **OVERTIME**

Section 1. Overtime work shall be paid for at the appropriate rates in accordance with current pay regulations. Overtime rates shall include any shift differential or additional pay to which the Employee is entitled.

Section 2. Overtime work may be distributed equitably among Employees within their work unit, shift, and job skill as far as the character of the work permits. Employees assigned to overtime work must be reasonably qualified to perform the overtime work in an efficient and expeditious manner. It is recognized that certain factors may cause imbalances in the equitable distribution

of overtime. Employees denied overtime shall be advised by the Employer of the reasons therefore.

Section 3. Employees on continuous loan to a particular work unit for forty (40) hours or more shall be given the same opportunity for overtime as regularly assigned Employees of the work unit. However, any overtime worked will be credited in the Employee's regularly assigned work unit.

Section 4. An Employee may, upon request, be excused from working overtime when another qualified Employee, who would normally perform such work, in the same work unit has volunteered to work with the understanding both Employees will be charged with having worked for purposes of Section 5. It is understood that when an Employee has volunteered to work authorized overtime or has been directed to work overtime, failure to report and work as directed, unless previously excused, may subject the Employee to disciplinary action.

Section 5. An overtime roster will be maintained and made available to the steward upon request. These records will be annotated to reflect the overtime hours worked by each Employee and those overtime hours offered but declined.

Section 6. Any Employee who may be called back to work outside the Employee's regular working hours or outside the Employee's scheduled workweek shall receive at least two (2) hours pay, including any applicable shift premium according to current pay regulations, even though the service may not be required for the full two (2) hours.

Section 7. When an Employee is required to work unplanned overtime of over four (4) hours or on an unscheduled assignment in a remote area during the time of the Employee's normally scheduled meal period and food is not available within reasonable walking distance, and the Employee so requests, the Employer shall dispatch an Employee and provide appropriate transportation to get food for the Employee(s). The transportation shall be at the Employer's expense and the price of the food shall be at the Employee's expense.

Section 8. No Employee shall be denied an opportunity to work overtime because of use of annual or sick leave, provided the Employee is in a duty status on the date overtime is assigned.

Section 9. Every reasonable effort will be made to notify affected Employees concerned of scheduled overtime requirements involving weekends at least two (2) workdays in advance. Except in emergency situations, Employees will be notified of overtime as soon as possible after the decision to work overtime has been made.

Section 10. An Employee newly hired, transferred, or promoted to a different job rating will be credited, for purposes of determining when the turn for overtime will occur, with an amount of overtime equal to the highest number of hours recorded for any Employee in the work unit, shift or job skill.

Section 11. During an emergency resulting from an act of God, national emergency, or breakdown of essential equipment, etc., each Employee is expected to work overtime as the situation dictates, consistent with emergency regulations in effect at the time. The Employer shall advise the Union of the nature, severity and estimated duration of the emergency, unless the interest of national security dictates otherwise.

## **ARTICLE 9**

### **HOLIDAYS**

Section 1. Eligible Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law, and all holidays designated by Executive Order shall be observed as regular holidays.

Section 2. Pay for work performed on holidays shall be as follows:

Eligible Employees shall receive eight (8) hours pay or appropriate pay according to their schedule, such as Compressed Work Schedule (CWS), at their regular hourly rate plus any appropriate shift differential on all days defined as holidays on which they are not required to work in accordance with current regulations.

Section 3. Holiday work will be assigned in accordance with applicable law and regulations.

Section 4. When holiday work assignments are necessary, they shall be rotated with the approval of the Employer, among Employees of any given organizational element in such a manner as to provide equitable treatment. Those who prefer to be excused on a holiday as well as those who prefer to perform duty and be paid premium pay will put their requests in writing to the appropriate supervisor. When approved, an Employee may be excused from working on a holiday when another qualified Employee, who would normally perform such work, has volunteered to work provided the volunteer's pay grade is not in excess of the other Employee and such volunteer duty does not constitute overtime. The Employer shall maintain accurate records of the holidays worked by each Employee to ensure. These records will be available to each affected Employee and the representative upon request.

## **ARTICLE 10**

### **ANNUAL LEAVE**

Section 1. Employees shall earn annual leave in accordance with applicable laws and regulations. Approval of an Employee's request for accrued annual leave shall be granted, subject to workload requirements and available manpower, provided the Employee gives the Employer reasonable advance notice. Requests for annual leave for unforeseen reasons will be considered on an individual case basis.

Section 2. Requests for leave will be submitted to the Employer in advance on the official leave request form. If the Employer does not have the authority to approve or disapprove the request for leave, the Employer will assure that action is taken in a timely manner and advise the Employee accordingly. Employees denied the use of annual leave where they may otherwise be required to forfeit accrued leave may request restoration as provided by appropriate regulations.

Section 3. If requested to do so by individual Employees, the Employer will, subject to workload requirements and available manpower, schedule annual leave for vacations of two (2) weeks or more continuous duration for those Employees who will have sufficient leave due and accrued for the purpose. In the event of conflict as to choice of vacation periods, individual seniority based on service computation date (SCD) for leave within each group of Employees will be

applied. Once an Employee has made a selection, the Employee shall not be permitted to change the selection if by so doing would disturb the choice of another. Every reasonable effort consistent with workload requirements will be made to comply with the established vacation schedule.

Section 4. During periods of shutdown of activities, or reduced operations for vacation purposes, the Employer will attempt to provide available work to Employees consistent with mission requirements and governing regulations.

Section 5. Where appropriate, the Employer agrees, upon request, to advance annual leave to Employees in accordance with applicable law and regulations, to cover the period of a temporary shutdown.

Section 6. In the event of a death of the immediate family (parents, sister, brother, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchildren) any Employee may be granted annual leave and the Employer agrees to utilize a liberal leave policy of approval. If the Employee has no annual leave and/or not enough annual leave to their credit, the Employer agrees upon request of the Employee, to consider advancing annual leave to the Employee for the funeral or arrangements, not to exceed the amount of leave the Employee would earn during the balance of the current leave year. It is further agreed that no part of this Section shall be interpreted to prevent an Employee from taking sick leave in the event of a death in the immediate family where the Employee meets the requirements.

## **ARTICLE 11**

### **SICK LEAVE**

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

Section 2. Sick leave, if due and accrued shall be granted to Employees when they are incapacitated for the performance of their duties provided that Employees not reporting for work because of incapacitation for duty furnish notice to the Employer by telephone within two (2) hours after the beginning of their scheduled shift. Failure of the Employee to provide notice may result in a charge of absence without leave.

Section 3. It is to be understood that in every instance of sick leave that it is the Employee's responsibility to make proper notification to the Employer on the first day of absence. Notification in itself does not necessarily mean that sick leave has been approved or disapproved. Employees who are sent home sick by the supervisor shall be granted sick leave for the remainder of the day; granting sick leave on subsequent days should be in accordance with Section 2 and applicable regulations.

Section 4. An Employee working in an area where twenty-four (24) hour coverage is required will, when possible, give at least four (4) hours notice prior to the beginning of the work shift when they know that they will be unable to report for work. The Employee is responsible for making every reasonable effort to ensure notification is made to include reason for absence and estimated duration.

Section 5. Consistent with regulatory requirements, sick leave may be granted to the extent due and accrued for medical, dental or optical examinations, X-rays and treatment. Sick leave for these purposes must be requested in advance, except for emergencies, with minimum amounts of leave requested.

Section 6. Employees normally shall not be required to furnish a medical certificate to support an application for sick leave of three (3) workdays or less. In individual cases a certificate may be required for any amount of sick leave where the Employer determines it is necessary. In situations determined by the Employer, an Employee may be advised in writing that future absences for sick leave must be supported by a medical certificate:

- a. An example of when an Employer may deem this appropriate is when the Employee's absentee and sick leave record indicates that a pattern of abuse may exist.
- b. A copy of written notices will be retained by the Employer. The sick leave record will be reviewed at least semiannually for each Employee required to furnish a medical certificate for each absence which were claimed as incapacitation for duty.
- c. Where such review reveals no evidence that the Employee has abused sick leave privileges during the review period, the Employee will be notified in writing that a medical certificate will no longer be required for each absence which is claimed was due to illness for period of three (3) consecutive workdays or less and will return to only being required where the Employer deems it necessary.

Section 7. In the event an Employee is absent because of incapacitation for duty and does not obtain professional medical attention, sick leave for the period, if due and accrued, shall be granted upon submission of acceptable administrative evidence other than a medical certificate.

Section 8. Unearned sick leave will be advanced to an Employee in cases of serious illness or disability upon the Employee's request not exceeding 240 hours, in accordance with applicable statutes and regulations.

Section 9. Criteria for advancing sick leave are: absence would result in non-pay status in excess of five (5) workdays due to serious disability or ailment for which there is inadequate leave accrual; the Employee's sick leave record indicates that the Employee has not abused sick leave privileges and evidenced by a current notice requiring a medical certificate; all compensatory time and accrued sick leave and all annual leave subject to forfeiture have been used; medical prognosis and other evidence give reasonable assurance that the Employee will be able to resume duty on a regular basis and accrue sufficient sick leave credit to liquidate the amount advanced.

Section 10. If an Employee furnishes administratively acceptable evidence showing that the Employee's absence was necessary to care for a member of the Employee's family who was ill with a disease requiring isolation, quarantine, or restriction of movement for a particular period by regulations of local health authorities, sick leave will be granted.

Section 11. The Union will cooperate with the Employer in the effort to eliminate the abuse of sick leave and to encourage Employees to use sick leave properly in accordance with applicable laws and regulations.

Section 12. An Employee while on sick leave will not engage in any employment outside their home unless prescribed for rehabilitative or therapeutic reasons.

Section 13. Employees on extended sick leave will provide the Employer a written medical statement from the attending physician outlining the definitive nature of the Employee's illness or disability at least once each 30 days; unless precluded by medical confinement.

Section 14. Under the Family and Medical Leave Act, eligible Employees who have completed 12 months of Federal service may take a total of 12 weeks of unpaid family and medical leave during a 12-month period for one of the following reasons.

- a. The birth of a son or daughter and care of the newborn;
- b. The placement of a child with the Employee for adoption or foster care;
- c. The care of a spouse, son, daughter, or parent of the Employee if such spouse, son, daughter, or parent has a serious health condition; or
- d. A serious health condition of the Employee that makes the Employee unable to perform the essential functions of the position.

Section 15. Employees who qualify must provide medical certification outlining the nature and severity of the serious health condition and relationship of person with serious health condition. Management retains the right to request a second medical opinion, if appropriate.

Section 16. Employee has the right to be returned to same position or an equivalent position with equivalent benefits, pay status, and other terms and conditions of employment.

Section 17. Eligible Employees have the right to continue health benefits during the period of FMLA leave and the option of paying share of premium on a current basis or paying upon return to work.

Section 18. Employees who have accrued leave will have the choice of taking accrued or unpaid leave.

## **ARTICLE 12**

### **LEAVE WITHOUT PAY**

Section 1. Employees may be granted leave without pay (LWOP) in accordance with applicable laws and regulations. Such leaves of absence without pay shall not exceed a period of one (1) year for each application.

Section 2. The Union may designate Employee members as representatives elected or appointed to a Union office or as a delegate to any Union activity necessitating a leave without pay; and upon written request from the Employee supported by a statement from the Union, such Employee shall be granted annual leave or a leave without pay in accordance with established policies and applicable laws and regulations, provided manpower requirements permit.



Section 3. The Employer also recognizes the bumping and retreating rights of an Employee on approved leave without pay in situations where the Employee's status has been affected by reduction-in-force action during the leave without pay.

Section 4. The Employer recognizes the obligation to provide employment within the rating the Employee held upon the Employee's request for leave without pay or to any changed rating through reduction-in-force action or reclassification of the job and in the current pay status of such rating at the time the Employee returns to work, provided the Employee returns to work no later than at the end of the leave period.

Section 5. Reference LWOP and the Family Medical Leave Act in Article 11, Section 14 through Section 18.

### **ARTICLE 13**

#### **PAYDAYS**

Section 1. Official paydays will be on alternate Thursdays. All pay will be paid by direct deposit to a bank or other financial institution.

Section 2. Employees within the bargaining unit will normally receive all premium or additional pay as prescribed by appropriate law/regulations within the appropriate pay period. In the event of administrative error involving overtime pay, the Employee shall receive the corrected amount of pay no later than the next pay period following the processing of the correction in the system.

### **ARTICLE 14**

#### **ENVIRONMENTAL DIFFERENTIAL PAY**

Section 1. The Employer shall have as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature. When such action does not overcome the unusually severe nature of the hazard, physical hardship, or working condition, an environmental differential may be warranted. Even though the environmental differential is authorized, there is the responsibility to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or working condition of unusually severe nature. The existence of environmental differentials is not intended to condone work practices which circumvent Federal safety law, rules, and regulations.

Section 2. For the purpose of this Section, "environmental differential" means additional pay authorized as specified in regulations for a category of situations involving exposure to a hazard, physical hardship, or working condition of an unusually severe nature. Environmental differential pay is not authorized for hazards, physical hardships, or working conditions which are an integral or inherent part of a job, constitute the reason for the job and are taken into consideration in the job grading process.

Section 3. An environmental differential will be paid to Employees in local work situations in accordance with Federal statute, Code of Federal Regulations, and rules, i.e., classification standards that have been approved by the appropriate regulatory procedures.

Section 4. The Employer will notify Employees when their work assignments have been approved for payment of an environmental differential. If at any time during a job assignment an Employee feels that environmental pay may be warranted, the Employee should call the matter to the attention of the Employer who shall advise the Employee whether the specific work situation is presently approved for environmental differential pay. If the situation is not presently approved for environmental differential pay but is considered to be of an unusually severe nature, the Employer shall submit a written request for evaluation of the situation to determine if environmental differential pay is warranted. The Employee shall have the right to be represented by the shop steward when discussing the matter of environmental differential pay in connection with the Employee's work assignment.

Section 5. When a new, unapproved job-related hazard or environmental condition is identified by the Employer or Union representative, the appropriate representative of the Employer, upon written request, will evaluate the situation and determine if it is covered by one or more of the defined categories. When it is determined that the situation is not covered by one of the defined categories but the Employer and the Union considers it to be so unusually severe in nature as to warrant an environmental differential; the Employer will process a request for approval through appropriate regulatory procedures.

Section 6. Payment of an environmental differential will be discontinued when the appropriate representatives of the Employer determine that the job related hazard condition is practically eliminated by provision of personal protective clothing, devices, workplace safety measures, or standard operating procedures.

## **ARTICLE 15**

### **PAYROLL DEDUCTION OF UNION DUES**

Section 1. The Employer shall deduct dues from the pay of all eligible Employees who voluntarily authorize such deductions and who are employed within the bargaining units for which the Union holds exclusive recognition in accordance with the provisions set forth herein.

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

- a. The Employee either is a member in good standing of the Union or has signed up for membership in the Union subject to the payment of the first month's dues through voluntary allotments as provided herein.
- b. The Employee's earnings are regularly sufficient to cover the amount of the allotment.
- c. The Employee has voluntarily authorized such a deduction on Standard Form 1187, supplied by the Union.
- d. The President or Secretary-Treasurer of the Union has completed and signed Section A of SF 1187 on behalf of the Union and transmitted the form to the Installation Finance Office.

Section 3. The Union shall be responsible for procuring Standard Form 1187, distributing the form to its members, certifying as to the amount of its dues, and informing and educating its members on the program for allotments for payments of dues and the uses and availability of the required form.

Section 4. Employees are responsible for notification to the Payroll Office when dues deduction eligibility is changed for any reason. Recoupment of dues deduction monies paid to the Union will be resolved between the Union and Employee. Insurance premiums paid from dues are not subject to recoupment action.

Section 5. An allotment may be submitted to the Installation Finance Office at any time. Deduction of dues to the Union shall begin with the first pay period which begins after receipt of properly completed and signed Standard Form 1187 by the Installation Finance Office.

Section 6. The amount of dues to be withheld shall be equal to 1/26 of annual dues of the member, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. The amount of dues to be deducted each biweekly pay period shall remain as originally certified to on such allotment forms by the President or Secretary-Treasurer of the Union until a change in the amount of such deductions is certified to by the President or Secretary-Treasurer and such certification of change is duly transmitted to the Installation Finance Office.

Section 7. Any such change in the amount of the Employee's regular dues with resultant change in the amount of the allotment of such Employee per biweekly pay period shall become effective with the deduction allotment made on the first pay period after receipt of the notice of change by the Installation Finance Office, or at a later date if requested by the Union. Changes in the amounts of any Union dues shall not be made more frequently than once in any period of six (6) consecutive months.

Section 8. An allotment shall be terminated when the Employee leaves the unit as a result of any type of separation, transfer, or other personnel action (except detail); upon loss of exclusive recognition by the Union; when this Article is suspended or terminated by an appropriate authority outside the Department of Defense; or when the Employee has been suspended or expelled from the Union.

Section 9. An allotment for the deduction of an Employee's Union dues may also be terminated by the Employee through submission to the Installation Finance Office (IFO) of a Standard Form 1188 properly executed in duplicate by the individual Employee. The CPAC will maintain a supply of Standard Form 1188 (also available on-line) and will make this form available to Employees upon request. However, a written request for revocation of an allotment which is otherwise in order and signed by the Employee will be accepted and acted upon even though not submitted on the form. It is the Employee's responsibility to see that the written revocation is received in IFO by the close of business of the duty date prior to cancellation date.

Section 10. When an allotment for deduction of Union dues has been started it must remain in effect for a minimum period of one (1) year, as required by Section 7115(a) of the FSLMR Statute. When revocation of dues is submitted, it will be effective at the beginning of the first full pay period following the first anniversary date.

Section 11. After the one (1) year period (anniversary date of joining the Union) has been met, revocation will be effective at the beginning of the first full pay period following 1 September of each calendar year. Upon receipt, in duplicate, of any such properly executed request for

revocation of an allotment by IFO, such official shall transmit the duplicate of such form to the Union, within five (5) days after receipt.

Section 12. The Union shall notify the IFO in writing within five (5) days, when any member of the Union on voluntary allotment of the Union dues is expelled or for any other reason ceases to be a member in good standing.

Section 13. The Employer shall transmit to the Union all of the following information:

- a. A dated listing which shall identify the affiliated local Union by name and local number, and shall list the name and Employee number of each Employee member of the Union on voluntary allotment and the amount of the allotment deduction made for each Employee. Such list shall include the monetary amount of each allotment deduction made from the members of the Union together with the total number of such allotment deductions. Such list shall also include any allotment deductions which are terminated with the pay period covered, and the reason for the termination.
- b. A check drawn on the Treasury of the United States and made payable to the Union or direct deposit, if so elected by the individual Union, in the amount equal to the grand total of all such monetary allotment deductions made.

Section 14. Where the renegotiation of this Agreement is pending or in process and the parties are unable to complete such renegotiation by the expiration date of the Agreement, the provisions of this Article shall continue to be effective until whichever of the following events occurs first: (a) a new agreement has been approved; (b) the impasse resolution procedures have been exhausted, or (c) the Union has lost its representation rights.

## **ARTICLE 16**

### **WORK ASSIGNMENTS**

Section 1. Employees will normally be required to perform all duties of their positions on a regular basis or when determined appropriate by the Employer on a rotated basis so that over a 6- 12 month period of time, all Employees will have been required to perform all duties of their position for a substantial amount of their time (at least 25 percent).

Section 2. Employees in the bargaining unit will not be assigned to menial or dirty tasks or to work which is generally recognized as undesirable as a reprisal or punishment on the part of the Employer.

## **ARTICLE 17**

### **POSITION CLASSIFICATION AND JOB DESCRIPTIONS**

Section 1. The installation program for determining grades of positions of Employees in the unit will be conducted in accordance with applicable regulations. Any proposed downgrading actions resulting from application of new and revised job standards or from substantial changes in duties and responsibilities due to changes in missions, functions, and organization shall be discussed with appropriate representatives of the Union prior to the effective date of such change. If no agreement can be reached on the matter through such discussion, the Employer

shall proceed to effectuate such changes in accordance with governing procedures. As the Employee's designated representative, the Union may challenge such change through applicable procedure.

Section 2. Position/job descriptions will reflect the major duties which are officially assigned and actually performed on a regular and recurring basis and will be prepared in accordance with format and content requirements prescribed in governing regulations.

Section 3. Proposed additions, deletions, and amendments of a permanent nature to an Employee's assigned duties will be reported to the Civilian Personnel Advisory Center. The Employer will determine the impact of these duties on the accuracy and currency of the position/job description. If a major change in the description is determined necessary, assignment of these duties to an Employee may not exceed thirty (30) days without a formal personnel action.

Section 4. Each Employee will be provided a copy of the official position/job description, as soon as possible after date of entrance on duty, and will be furnished all subsequent changes. Suggestions by Employees regarding changes to the job description may be presented to the immediate supervisor, who will consider the same. However, the Union recognizes that it is the inherent right of the Employer to assign duties and responsibilities in order to carry out the work of the agency and accomplish the agency mission.

Section 5. An Employee may appeal at any time, in person or through a representative, the current classification (title, series, grade, and/or pay category) of the official position/job description through the appropriate appeals procedure.

Section 6. The request of an Employee and/or the representative to visit the Civilian Personnel Advisory Center to discuss position classification matters or review classification/grading standards will be honored. Appointments for this purpose will be established with the appropriate representative of the Employer as soon as possible, normally within two (2) workdays, based on workload requirements and availability of personnel.

Section 7. Employees may be represented or assisted by a representative in discussion complaint/appeal matters with the supervisor or the Position Classification Specialist, in reviewing classification/job grading standards that pertain to the position, or in preparing and presenting a complaint or appeal. The representative may be present during a site audit, when all of the following conditions are met:

- a. The appropriate representative of the Employer believes that resolution of the questions may affect the pay category; title, series, or grade of the position.
- b. Accuracy of the official job description has been questioned.
- c. The Employee or Employee representative has specifically requested, in writing, presence of the representative.

Section 8. Delegated classification authority (DCA) has reduced the requirement for desk audits. The CPAC may conduct desk audits (as required) where there is third party litigation, EEO, or other broad based issues determined the DCA managers or higher authority.

Section 9. If an Employee has questions concerning their classification or position description (PD), the Employee is entitled to discuss PD with their manager.

## **ARTICLE 18**

### **Promotions (Temporary/Permanent), Reassignments, and Details**

Section 1. Promotion actions affecting Employees of the Unit will be made in accordance with applicable laws and regulations. The area of consideration will be sufficiently broad to ensure the availability of high quality candidates, taking into consideration the nature and levels of the position to be filled. The Union recognizes the Employer's responsibilities in fulfilling mandatory placement rights of present and former Federal Employees under existing directives. Equal Employment Opportunity affirmative action goals will be considered in establishing minimum areas of consideration.

Section 2. Merit promotion announcements shall be open for at least five (5) workdays and shall be posted on-line, i.e., [www.cpol.army.mil](http://www.cpol.army.mil) and/or [www.usajobs.gov](http://www.usajobs.gov). These announcements shall contain a brief description of the duties of the position and the required qualifications.

Section 3. All eligible Employees shall have the right to apply for announced placement opportunities. A selecting official may fill a position from any appropriate source. However, when a selection is accomplished from a referral, the selecting official is entitled to make the selection from any of the candidates on the list in accordance with regulatory guidance.

Section 4. The Civilian Personnel Advisory Center will use candidates' resumes for qualifications determinations for each position to which they apply.

Section 5. Any Employee who alleges that regulatory procedures were not followed in filling a vacancy or that qualifications were not properly evaluated will be furnished, in accordance with existing regulations, current and pertinent data which will assist the Employee and the Union in the review of appropriate procedures. In the event a unit Employee requests a review of the rating or qualification, a representative of the Employer shall conduct the review within a timely manner. The mere failure to be selected for promotion when proper promotion procedures are used (i.e., non-selection from among a group of properly ranked and certified candidates), is not a basis for a formal complaint.

Section 6. A grievant(s) who is sustained by the Employer will be granted relief in accordance with applicable regulations; if sustained thru arbitration proceedings, shall be retroactively promoted in accordance with the Code of Federal Regulations when directed by the Award.

Section 7. Temporary promotions will not be made to evade the principles of the installation's Merit Promotion Plan or applicable regulations.

Section 8. A higher grade position being filled by detail or by temporary promotion in excess of one-hundred twenty (120) days will be filled competitively in accordance with the installation Civilian Personnel Merit Promotion Plan. If an Employee is selected for higher level duties for a period of at least sixty (60) days but not more than one-hundred twenty (120) days and meets all requirements for promotion, the Employee will be promoted rather than detailed.

Section 9. Details in excess of thirty (30) days will be reported to the Civilian Personnel Advisory Center on a Request for Personnel Action (RPA) created by the activity. Details will be in compliance with OPM and DA Regulations.

Section 10. The parties understand that a detail is a temporary assignment of an Employee to a different position for a specified period, with the Employee returning to the regular duties at the end of the detail. The Employee continues to be officially assigned to the position from which detailed.

## **ARTICLE 19**

### **REDUCTION-IN-FORCE SITUATIONS**

Section 1. The Employer will inform the Union of pending reduction-in-force, within the bargaining units and reasons therefore, as far in advance as practical. The Union will render its assistance in communicating to Employees the reasons for reductions-in-force. All reductions-in-force will be carried out in strict compliance with applicable laws and regulations.

Section 2. In compliance with applicable law and regulations, management will consider utilization of existing vacancies to the maximum extent feasible to place Employees in continuing positions, which otherwise would be separated from service.

Section 3. Any necessary separation of unit Employees from their competitive levels will be carried out in accordance with applicable law and regulations.

Section 4. Any permanent status (career/career conditional) Employee who is separated by reduction-in-force action shall be registered in the DOD Priority Placement Program by the Civilian Personnel Advisory Center and such Employee shall be given priority consideration in rehire for both permanent and temporary positions for which qualified and for the period of time for which entitled in accordance with applicable regulations.

## **ARTICLE 20**

### **DISCIPLINARY AND ADVERSE ACTIONS**

Section 1. Disciplinary or adverse actions will be administered in accordance with appropriate laws and regulations. A disciplinary action is defined as an official written reprimand or suspension of fourteen (14) days or less. An adverse action is defined as a removal, a suspension for more than fourteen (14) days, a reduction in grade, a reduction in pay, or a furlough of thirty (30) days or less.

Section 2. When disciplinary or adverse action is proposed, the Employee will be advised in writing as to the details of the offense with which charged, so as to understand the charge and defend against it. The Employee will also be given complete information regarding right to reply prior to issuance of a final decision.

Section 3. In accordance with Weingarten during questioning or examination in connection with an investigation by any representative of the Employer, an Employee who reasonably believes that the investigation may result in disciplinary action, has the right to a representative of the

Union being present, if the Employee makes such request. This right does not apply to everyday work-related communication between supervisors and Employees, or to discussions relating to job performance.

Section 4. When it is determined that an official written reprimand may be required, the Employer shall obtain all available information concerning the alleged misconduct. The appropriate representative of the Employer/supervisor should provide the Employee the opportunity to:

- a. Insure that all relevant facts are known,
- b. Afford the Employee the opportunity to explain the basis for their actions, and
- c. Advise the Employee that disciplinary action is under consideration. If the Employee fails to provide reasonable explanation for misconduct, the representative of the Employer will provide recommendation on initiating appropriate disciplinary action.

Section 5. When a decision is made to effect a disciplinary or adverse action, the Employee will be informed of the right to submit a grievance or an appeal.

Section 6. An extra copy of all notices of proposed adverse actions against an Employee and all notices of decision will be prepared. This copy will be marked Representative/UNION COPY and furnished to the Employee. It is understood that this in no way obligates the Employee to give the copy to the Union if the Employee prefers to keep the action confidential.

Section 7. Once an Employee has elected Union Representation, copies of all further correspondence generated by the Employer will be furnished the Union.

Section 8. Employees will not engage in, or involve coworkers in, private business or profit making endeavors while on official duty time.

## **ARTICLE 21**

### **GRIEVANCE PROCEDURES**

Section 1. Purpose. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. This procedure shall be the exclusive procedure available to the parties and Employees employed in the bargaining unit for resolving grievances.

Section 2. Coverage. A grievance means any complaint:

- a. by any Employee concerning any matter relating to the employment of the Employee;
- b. by the Union concerning any matter relating to the employment of an Employee;
- c. by any Employee, the Union, or the Employer concerning:
  - (1) The effect or interpretation or a claim of breach of a collective bargaining agreement;



(2) Any claimed violation, misinterpretation or misapplication of any law, rule or regulation 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) An examination, certification or appointment relating to employment.
- (4) A suspension or removal for national security reasons (Sec 7532, PL 95-454).
- (5) Classification of any position which does not result in the reduction in grade or pay of an Employee.
- (6) Non-selection for promotion from a group of properly ranked and certified candidates.
- (7) Written notices of proposed actions or letters of warning.
- (8) Non-adoption of a suggestion or disapproval of honorary/monetary performance awards.
- (9) Reduction in grade or pay of Employees not eligible for grade or pay retention.
- (10) Separation of probationary and temporary hires.
- (11) Termination of a temporary promotion.
- (12) Reductions-in-force actions (Changes to Lower Grade/Removals).
- (13) A grievance or complaint processed and decided by other than the negotiated grievance procedure.
- (14) Matters for which no personal relief to an Employee is appropriate.
- (15) Allegation of mismanagement.
- (16) Any matter which has been raised as an unfair labor practice (ULP) charge.

Section 3. A grievance may be submitted on any matter of concern or dissatisfaction to any Employee, provided that the matter is subject to the control of the Commander. Matters specifically excluded from consideration under this procedure are those covered by regulations of Department of the Army, Office of Personnel Management, Sec. 7106, Title VII and those matters for which a statutory appeal procedure is established.

Section 4. This procedure shall be the only procedure available to the parties and the Employees in the unit for resolving grievances which fall within its coverage. When this procedure is utilized, the Employee or group of Employees presenting the grievance may be

represented only by the Union or representative of the Union; however, an Employee or group of Employees may present grievances to the Employer and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given opportunity to be present during the grievance proceedings.

Section 5. Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement, or is subject to Arbitration under this Agreement, may be submitted, by agreement of the parties, to arbitration.

Section 6. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance and shall be raised during the grievance procedure.

Section 7. Appeal or Grievance Options. An aggrieved Employee affected by a removal or reduction in grade based on unacceptable performance, or adverse actions may, at the option raise the matter under a statutory appeal procedure or the negotiated grievance procedure, but not both. For the purpose of this section and pursuant to Section 7121(e) (1) of FSLMR Statute, an Employee shall be deemed to have exercised the grievance option under this section when the Employee files, in a timely manner, a notice of appeal under the appellate procedure or files a timely grievance in writing at Step 4 of the negotiated grievance procedure.

Section 8. The Employer and the Union recognize and endorse the importance of settling complaints and grievances promptly and equitably at the lowest possible supervisory or management level. The parties of this Agreement agree to work toward this end.

Section 9. An aggrieved Employee shall be granted a reasonable amount of time without charge to leave or loss of pay to process the grievance, to include time to secure advice on rights and privileges, obtain information or assistance, prepare documents and present the grievance.

Section 10. Union Representatives who are Employees may, if otherwise in a duty status, use reasonable amount of official time without charge to leave or loss of pay for the purpose of participating in the personal presentation of a grievance, including any meeting/hearing held in connection therewith.

Section 11. No proceeding may be initiated under Sections 14 or 15 after the 15th calendar day following the incident from which the grievance arose unless the initiating party was not aware of being aggrieved. In such cases the aggrieved party must initiate the grievance within fifteen (15) calendar days after becoming aware of the act or omission which occurred. In no case shall a grievance be presented later than three calendar months after the date of the act or omission occurred.

Section 12. At each step following in this procedure, the parties may call voluntary Employee witnesses who shall suffer no loss of pay for so serving, and who may be questioned by either party. Failure on the part of the representative of the Employer to comply with prescribed time limits shall permit referral to the next succeeding step of the procedure unless an extension has been mutually agreed upon. Failure on the part of an aggrieved Employee, without good cause, to abide by the time limits specified by this Article shall be grounds for termination of the grievance. If an Employee resigns, dies, or is separated by any action other than removal before a decision is reached on a grievance being processed, and no compensation issue is

involved, action will be stopped and all interested parties will be notified that the case is being closed without decision. A copy of such notification will be made a part of the grievance file. In the event of an Employee's death the grievance may be processed to completion by the Union, if the action represents the interest of several Employees. If the pending grievance involves a compensation issue, it will be processed to completion. In the event a grievance is resolved at Step 1, 2, or 3 of this procedure, the responsible representative of the Employer will forward the grievance file to the Civilian Personnel Advisory Center for appropriate filing and disposition.

Section 13. A grievance shall contain sufficient detail to identify and clarify the basis of the grievance; shall specify the personal relief requested by the Employee; and shall identify the designated representative, if any. A grievance may be returned to the Employee when the issue(s) and corrective action desired are not clearly defined. In the event a new issue is introduced, at any step of the procedure, the parties may mutually agree to modify the grievance to include the new issue, or a new grievance may be presented at the appropriate level on the new issue.

Section 14. All Employee grievances to which this Article applies shall be processed under the formal procedures as outlined in this Section. The issues shall be fully discussed at each step with a view to early and equitable settlement, and in an atmosphere free so far as possible from hostility, recrimination or personal attack. All grievance discussions shall be conducted during the regular workweek of Monday through Friday.

a. Step 1 (Informal Procedure). The grievance shall be presented in writing as outlined in Section 13, above, by the Employee or the Union Representative if the Employee so elects to be represented by the Union, to the Employee's immediate supervisor. The grievance may be presented to the second line supervisor if the Employee believes that processing of the grievance by the immediate supervisor would be prejudicial to the interest. The supervisor will meet with the aggrieved Employee and the Union Representative, if any, and appropriate management officials, within five (5) workdays after receiving the grievance in an attempt to settle the grievance. The supervisor will give a written decision concerning the grievance within five (5) workdays after the meeting.

b. Step 2 (Formal Procedure). If the decision rendered at Step 1 is not acceptable, the Employee or the Union Representative, if any, may submit a written request to the supervisor who rendered the Step 1 decision, within five (5) workdays after the receipt of such decision, that the grievance be forwarded to the Division Chief (or comparable level in a non-directorate organization). The Division Chief will meet with the aggrieved Employee, the Union Representative, if any, and appropriate management officials, within five (5) workdays after receiving the grievance. The Division Chief shall render a written decision concerning the grievance within five (5) workdays after the meeting.

c. Step 3 (Formal Procedure). If the decision rendered at Step 2 is not acceptable, the Employee or the Union Representative, if any, may submit a written request to the Division Chief (or comparable level in a non-directorate organization) who rendered Step 2 decision, within five (5) workdays after receipt of such decision, that the grievance be forwarded to the appropriate Director (or comparable level in a non-directorate organization). The Director or the designated representative will meet with the aggrieved Employee, the Union Representative, if any, and appropriate management officials, within five (5) workdays after receiving the grievance. The Director or the designated representative shall render a written decision concerning the grievance within five (5) workdays after the meeting.

d. Grievance Mediation/Alternative Dispute Resolution (ADR). If the decision rendered in Step 3 is still not acceptable, either party may request in writing to the other party that a dispute be mediated.

1. If either party does not agree to mediation, the requesting party is free to submit the dispute to Step 4 of the formal procedure.
2. Within five (5) calendar days after the Step 3, the authorized Union representative of the party desiring mediation shall submit their request in writing and the authorized representative of the other party must respond within five (5) days in writing on whether they agree or disagree to mediation. If the requesting party does not receive a response within the five (5) day time limit, it must be assumed that mediation is not agreed to and the requesting party is free to submit the dispute to Step 4 of the formal procedure.
3. When mediation is mutually agreed to by both parties, the Labor-Employee Relations Specialist, Civilian Personnel Advisory Center, will contact the Atlanta Federal Mediation and Conciliation Service (FMCS) for the assignment of a mediator. If either party disagrees with the mediator assigned, the Atlanta FMCS will be notified for a resolution of the matter.
4. The mediation conference will be held at Fort Benning at a mutually agreed upon location and at no cost to the Employer.
5. Should the availability of the mediator unnecessarily delay the processing of the grievance in the opinion of either party, another mediator may be requested or the mediation process may be bypassed and the grievance pursued to Step 4.
6. The grievant, when needed, may attend on official time.
7. Ordinarily, each party shall have only one principal spokesperson at the mediation conference.
8. The mediation conference will be attended by those people actually involved in the grievance.
9. Any written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference. A copy of the material should be given to all parties thereafter.
10. Proceedings before the mediator shall be informal in nature. The presentation of evidence must be relevant to the issues in the grievance. The rules of evidence shall not apply and no record of the mediation conference shall be made, unless requested and agreed upon by both parties.
11. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.
12. The Employer and the Union spokesperson may accept the settlement proposed by the mediator and such settlement agreement will result in the resolution of the

grievance. Results of the mediation shall not be precedent setting, unless both parties agree.

13. If no settlement is reached, the mediation shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion shall be provided.

14. If no settlement is reached at mediation, the Union is free to submit the dispute under Step 4 of the formal procedure within five (5) workdays from the mediation conference date. All time limits in the article may be extended by mutual consent.

e. Step 4 (Formal Procedure). If the decision rendered at Step 3 is not acceptable, the President of the Union may, within five (5) workdays after receipt of such decision, submit a written request to the Director that the grievance be forwarded to the Civilian Personnel for review and decision by the Commander. The Commander, or the designated representative, shall meet within ten (10) workdays from the date of receipt of the grievance with the President of the Union or the representative, the aggrieved Employee, and appropriate management officials to obtain full and complete information in an attempt to resolve the grievance. The appropriate representative of the installation will render the written decision within 10 work days after the meeting.

Section 15. All grievances concerning interpretation or application of this Agreement initiated by the Union or the Employer will be processed under this Section.

a. Informal procedure. All grievances under this Section shall first be taken up orally by the President of the Union or the designated representative, with the Director of Civilian Personnel Advisory Center or the designated representative or vice versa in an attempt to resolve the issue informally. Discussion may include other levels of the Employer or the Union as deemed appropriate by the parties. The Director of Civilian Personnel Advisory Center or the President of the Union shall render a written decision within five (5) workdays after the conclusion of the meeting. When the issues are not resolved by this informal method, either party may refer the matter for processing under the formal procedures.

b. Formal procedure. When issues are not resolved by the informal procedure, the initiating party may within five (5) workdays after receipt of the written decision, submit a request to the other party that a conference be arranged between the Commander and the Union President or their representatives. Such conferences shall be convened within ten (10) workdays after receipt of the request and may be attended by other officials as deemed appropriate by the parties. A written decision will be rendered by the party to whom the dispute was submitted within ten (10) workdays after the meeting, and the grieving party shall have an additional ten (10) workdays in which to make written request for binding arbitration on any issues it still considers have not been resolved.

c. This section is not applicable to grievances previously initiated under Section 14.

d. At either of the foregoing procedures the parties may agree that the matter should be referred to a lower level for consideration.

Section 16. Nothing in this Article shall preclude the right of the Union to have present, subsequent to the informal proceedings, a duly designated non-local Union representative. The

attendance of such Union representative shall be upon request of the Union and shall not result in any additional cost to the Employer.

## **ARTICLE 22**

### **BINDING ARBITRATION**

Section 1. If the Employer and the Union fail to settle any grievance arising under Article 21, Grievance Procedures, such grievance shall, upon written notice by the party requesting arbitration to the other party, be referred to Arbitration within 30 calendar days of grievance decision. The Arbitrator will confine considerations to the interpretation or application of the provisions contained in this Agreement. Arbitration of a grievance may be invoked only by the Employer or the Union and does not require the approval of the Employee or Employees involved.

Section 2. If the parties fail to agree in a joint submission of the issue for arbitration, each shall submit a separate submission, with a copy to be furnished to the other party, and the arbitrator shall determine the issue or issues to be heard.

Section 3. Written request for arbitration must be served within ten (10) workdays following the conclusion of the last step of the grievance procedure. Within five (5) workdays after notification, the party desiring Arbitration shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as Arbitrators. Either party may request an additional list of arbitrators if the first list is unacceptable. Such list may be requested only once by either party. The parties shall meet within ten (10) workdays after receipt of such list. The Employer and the Union will each strike one arbitrator's name from the list of seven (7) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. The first strike shall be determined by a toss of a coin.

Section 4. If for any reason the Employer or the Union refuses to participate in the selection of an Arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an Arbitrator to hear the case.

Section 5. Arbitration under this article will be conducted as oral proceedings; however, either party may request a verbatim transcript or provide its own stenographic service, at no cost to the other party.

Section 6. The fee and expenses of the arbitrator shall be shared equally by the parties provided travel and per diem cost to the parties shall not exceed the maximum rate authorized for DOD Employees under the Joint Travel Regulations. All representatives, appellants, and witnesses who are on duty shall be in a pay status without charge to annual leave while participating in the arbitration proceedings, which will be confined to the installation.

Section 7. The Arbitrator will be requested by the parties to render the award, dated, as quickly as possible but in any event no later than thirty (30) calendar days after the conclusion of the hearing(s), unless the parties otherwise agree. The award will be dispatched on the date of the award.

Section 8. The Arbitrator shall render the award to the Installation Commander or the appropriate tenant Commander with a copy to the Union, which will be binding on the parties.

Either party may file exceptions to the Arbitrator's award with the Federal Labor Relations Authority, as prescribed in Section 7122, FSLMR Statute. An exception may be filed to the arbitrator's award, by either party as outlined in FSLMR Statute.

## **ARTICLE 23**

### **UNFAIR LABOR PRACTICES**

Section 1. The Employer and the Union fully recognize their respective obligations and restraints as prescribed in Title VII, FSLMR, the violation of which constitutes an Unfair Labor Practice.

Section 2. The parties agree to serve notice on the other for an unfair practice; such notice will be in the form of an Unfair Labor Practice charge. The notice will clearly identify the issue(s) or action(s) which prompted the complaint and the relief sought, including all supporting documents. The parties will act promptly and earnestly to resolve the issue(s) through the informal process. An informal meeting will be held within five (5) workdays, following receipt of the notice. Additional time for informal resolution will be granted either party, not to exceed an additional twenty-five (25) days. This time may be extended by mutual agreement.

Section 3. If settlement is not achieved during the informal process, a formal charge may be submitted to the Regional Director, Federal Labor Relations Authority, a copy of which will be provided to the other party.

## **ARTICLE 24**

### **TRAINING AND DEVELOPMENT**

Section 1. The Employer and the Union agree that the training and development of Employees is important to build and retain a proficient and productive work force. Effective implementation of the Training and Employee Development Program requires the full participation of all personnel.

Section 2. In recognition of the mutual advantages to the Employees, the Employer agrees to offer opportunity to Employees from within the installation for training for any new positions which may be determined necessary for establishment within the installation to carry out the mission, consistent with regulations, applicable standards, and available resources.

a. "Training" means the process of providing for and making available to an Employee, and placing or enrolling such Employee in a planned, prepared, and coordinated program, course, curriculum, subject, system, or routine of instruction or education, in scientific, professional, technical, mechanical, trade, clerical, fiscal, administrative, or other fields which are or will be directly related to the performance by such Employees of official duties for the Government, in order to increase the knowledge, proficiency, ability, skill, and qualifications of such Employee in the performance of official duties.

b. "Development" is a much broader term than training. It involves creating or using situations where no one "right way" exists, where a permissive atmosphere is of paramount importance, and where the end product behavior can be described only very

generally. Development is concerned not only with increasing proficiency on current assignments, but with long-range growth and enrichment of the individual.

c. Employee Development: Appropriate training will be conducted at the earliest practical date after the need for such training has been established by the Employer. Each Employee will be trained by the most expedient and economical means to afford an opportunity to know fully what is required to do, understand how to perform tasks properly, and the relationship to other positions within the organization.

## **ARTICLE 25**

### **TRAVEL (TDY)**

Section 1. Employees shall not be required to perform temporary duty (TDY) except under the conditions and procedures prescribed by DOD Joint Travel Regulations. Employees required to travel in the course of performing assigned duties shall receive pay, per diem, and travel allowances as provided by applicable laws and regulations. When Employees are required to travel during periods of time outside of their scheduled work week, they will be entitled to any overtime pay authorized by appropriate pay regulation.

Section 2. Employees may be required and are expected to perform temporary duty travel in order to accomplish the mission assigned to the Employer. When such travel is necessary and ordered, the desires, convenience, and comfort of the Employee will be considered to the maximum degree consistent with the mission assigned, good management practices, and limitations of travel regulations.

Section 3. Travel orders will be issued in conjunction with officially ordered travel in accordance with travel regulations. Under conditions where per diem is not payable, authorization for travel may be oral, by letter or message, or by travel order if deemed appropriate for fund approval purposes. Every reasonable effort will be made to provide Employees in advance with complete and accurate information concerning purpose of travel, expected duration, mode of transportation and available information relating to quarters and transportation at the duty station. Employees shall receive their travel orders as far in advance as possible to permit time for arrangements of transportation and appropriate travel advances, when the nature of the mission so permits. Travel advances, when deemed appropriate, will be made in accordance with applicable travel regulations.

Section 4. Employees will be required to utilize government quarters when government quarters are available. When quarters are available, but not used, reimbursement for quarters may not be made except under the circumstances prescribed in the DOD Joint Travel Regulations. When government quarters are not available at a government temporary duty station, the Employee will obtain a non-availability of quarters statement while at the temporary duty station and submit it with the travel reimbursement voucher.

Section 5. Consistent with law and regulatory requirements, travel assignments shall be rotated among qualified Employees determined by the Employer to accomplish mission requirements. Consideration will be given to excusing an Employee from a TDY requirement based on the Employee's request provided other qualified Employees who would normally be assigned such work are available.



## **ARTICLE 26**

### **SAFETY**

Section 1. The Employer will make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage Employees to work in a safe manner. The Employer shall take prompt and appropriate action to correct reported deficiencies.

Section 2. The Union recognizes that observing safe work practices and wearing of prescribed clothing and equipment is primarily the responsibility of each Employee; therefore it will cooperate in maintaining an effective and continuous accident prevention program by encouraging unit Employees to work in a safe manner. The Union does not condone workers who endanger themselves and others by persisting in unsafe practices after having been duly cautioned. Employees should report promptly any unsafe work practices or conditions to the appropriate representative of the Employee, and if injured on the job, report or have same reported to the supervisor on appropriate accident form as quickly as possible, but not later than 48 hours after the injury. Reports submitted after forty-eight (48) hours will require full justification for delay.

Section 3. Repeated infractions of safety policies and practices may result in Employee disciplinary action.

Section 4. In the course of performing their normally assigned work, Union representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. If an unsafe or unhealthy condition is observed, the stewards should report it to the Employer. If the safety question is not settled by the Union representative and the representative of the Employer, the matter will be referred promptly to the Union President for resolution. In the event resolution is not attained by the Union President, the problem may be presented by the Union in accordance with Article 21, Section 12, Grievance Procedures.

Section 5. The Union President or the designated representative may participate in the Installation/Garrison Safety Council meetings as an observer. The Union President will provide current email/contact information to the Safety Office.

Section 6. Safety Committees may be formed within organizational units as deemed appropriate and will meet as often as necessary for the purpose of promoting safety. The Union may be represented on these committees by the appropriate Union representative. The Union may recommend the establishment of Committees and designate a representative to serve on each committee.

Section 7. To insure safe working practices, the Employer will provide appropriate training, if required, to operate equipment and machinery. Should an Employee claim that a job to which assigned is not safe or will endanger health, the Employer shall inspect the job to ensure that it is safe before requiring the Employee to carry out the work assignment; if any doubt regarding the safety of the job remains, a recommendation shall be obtained by the responsible representative of the Employer and unit safety officer.

Section 8. The appropriate representative of the Employer will notify Union steward assigned to the work area of all lost time accidents/injuries that occur, at earliest possible time (normally

within twenty-four (24) hours). Notification will include all pertinent information available concerning injuries subject to restriction within appropriate regulations.

Section 9. The Employer will furnish the protective clothing and equipment necessary for the performance of assigned work. The Union may, at its discretion, recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the appropriate Safety Committee, and such recommendations shall receive prompt attention. The Employer will furnish suitable foot, ear, and eye protection (including prescription lenses, where necessary) to those Employees working in areas or occupations deemed hazardous by the Employer. In the event there are reasonable indications that safety equipment or clothing provided by the Employer is no longer serviceable for the purpose for which it was designed, an Employee has the right and the obligation to request a check of such equipment or clothing. The Employer shall make a check of such equipment or clothing as promptly as circumstances permit and shall replace such items when necessary.

Section 10. Vehicles used for transporting Employees should be equipped with a safe seating arrangement and enclosed, where necessary, for protection against the elements.

Section 11. Medical treatment for injured Employees to include on-call emergency ambulance service will be available on all shifts.

Section 12. The Employer will promote safe work habits among Employees by personal contact and group discussions, to include holding monthly safety meetings and also prior to all holidays, where needed based on the size of the work force.

Section 13. Employees temporarily limited to light duty by appropriate medical authority and who cannot be utilized in their primary assignment will be considered by the Employer for other available positions when feasible.

Section 14. When the Employer determines it is necessary for a unit Employee to take a routine examinations (i.e., annual physical requirement, result of exposure to chemicals or loud noises, etc). It is agreed and understood that the Employer shall maintain the right to require physical examination; however, when required the Employee shall continue in a duty status during the time required to obtain the examination. The examination will result in no cost to the Employee.

Section 15. An Employee who is injured in the performance of duties or contracts diseases caused by employment shall receive all the benefits approved by under the Federal Employees Compensation Act, as administered by the Office of Workmen's Compensation Program. The Employer will assist the Employee in procuring immediate treatment upon injury, advising such Employees of benefits available and assisting them in the execution of the necessary forms.

Section 16. An Employee injured in the performance of duties will be considered in a duty status and will receive pay without charge to leave for the time required to obtain emergency treatment to the extent that it falls within the prescribed hours of work for that day. An Employee who suffers a traumatic on the job injury caused and becomes disabled for work may elect to remain in a continued pay status for the first forty-five (45) days following injury.

## **ARTICLE 27**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Employer and the Union will cooperate in providing equal opportunity in employment for all persons by prohibiting discrimination because of race, religion, color, sex, national origin, age, or physical/mental disability; and will promote the full realizations of equal employment opportunity through continuous affirmative employment programs.

Section 2. The processing of equal employment opportunity complaints will be consistent with Equal Employment Opportunity (EEOC), Department of Defense (Dodd) and Department of Army (DA) regulatory guidelines.

## **ARTICLE 28**

### **PARKING**

Section 1. The Employer and the Union will encourage all Employees to use car pools and public transportation to the greatest extent possible. Available parking areas will be designated for Employees parking as close to assigned work areas as practicable. In this connection, appropriate representatives of the Employer and the Union shall periodically review alleged inequities in the utilization of available parking facilities and recommend to the management official additional parking areas as the need arises, commensurate with the availability of space.

Section 2. A reserved parking space will be provided for the Union President. Such parking area will be within reasonable walking distance of the assigned work area.

Section 3. Consistent with law and regulatory requirements, special consideration will be given to the assignment of reserved parking spaces for use by handicapped Employees depending upon the degree and nature of the handicap, availability of parking spaces, and the nature of the handicapped Employee's assignment.

## **ARTICLE 29**

### **CIVIC RESPONSIBILITIES**

Section 1. An eligible Employee will be granted time off with no charge to leave to the extent authorized by Dodd regulations, for participation in authorized civic activities (i.e. voting and registration, blood donations, emergency rescue or protective work, draft registration, Armed Forces and medical examinations, military funerals, and civil defense activities) and will receive pay at basic rate for the time necessarily lost from their normal work schedule. If an Employee is called for the above civic duties, Employee shall promptly notify the Employer. Such absence is subject to the approval of the Employer, based on appropriate regulation.

Section 2. If an Employee is called for jury duty the Employer will grant court leave consistent with regulations. The Employee shall submit a true copy of summons for jury service upon

return to duty. Such Employees shall be carried in a court leave status. When released by the court for any day and two hours or more remain in the duty day, the Employee will return to duty unless the return would cause a hardship because of the distance from home, duty station, or the court. Failure to return to duty when required may result in a charge to annual leave, if requested and approved, or the absence may be charged to leave without pay (LWOP) if requested and approved, or the absence may be charged to absence without approval (AWOL) if approval of the Employer was not obtained. Upon completion of services, the Employee shall present to the Employer satisfactory evidence of the time served.

Section 3. Employees scheduled to work on an election day, who are eligible to vote in such election shall be granted the minimum hours necessary to provide three (3) hours time either immediately after the polls open or before they close, whichever requires the lesser amount of time. Under exceptional circumstances, additional time may be granted but not to exceed a full day. Employees off duty for three (3) hours or more while polls are open shall not be granted excused leave.

Section 4. For Employees who vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as that set forth above for voting, except that no time shall be granted if registration can be accomplished on a non-work day and the place of registration is within a reasonable one-day round trip travel distance of the Employee's place of residence.

Section 5. The Employer and the Union mutually agree that Employees in the unit will be encouraged to participate in worthwhile charity drives; however, in no instance shall the Employer or the Union exercise undue pressure on any Employee to contribute to a charity to which the Employee does not wish to contribute, nor will any reprisals, coercions or undue pressures be brought to bear or made against any Employee who refrains from making such contributions, including the purchase of saving bonds.

### **ARTICLE 30**

#### **PARTICIPATION IN WAGE SURVEYS**

Section 1. The Union shall have the right to request, via the Employer, full scale and wage change wage surveys of the local survey area provided: (1) that the request is submitted in writing and; (2) that the request contains substantiating evidence in a form that clearly establishes that specifically identified private industry activities normally included in a wage survey have granted wage increases. It is agreed that such requests and substantiating data shall be promptly forwarded to appropriate higher authority with appropriate recommendations.

Section 2. The Employer shall promptly notify the Union when information is received that an official wage survey for the Columbus, Georgia, area has been directed.

Section 3. Subject to the requirements of the Federal Wage System, if the total number of data collectors and alternates to be nominated by the Employer on the Local Wage Survey Committee is an even number, then 50 percent of the total number nominated will be from among the list of unit Employees supplied by the Union; if the total number of data collectors and alternates to be nominated is an odd number, then one more than 50 percent of the total shall be nominated from the list of unit Employees supplied by the Union. Data collectors

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

Section 4. Subject to the requirement of the Federal Wage System, the Employer will appoint one (1) member to the Local Wage Survey Committee from the Union. This member's name shall be furnished within three (3) working days after its request by the Employer.

Section 5. Reasonable time off during work hours will be authorized, without loss of pay or benefits, to permit the appropriate committee of the Union composed of not more than three (3) members, to appear before the Local Wage Survey Committee for the purpose of making representations in behalf of Employees in the unit. Necessary arrangements for Employees involved to be absent from their work assignments will be made by the Employer.

### **ARTICLE 31**

#### **CONTRACTING OUT OF BARGAINING UNIT WORK**

The Employer will inform the Union of decisions to contract out work historically performed by bargaining unit Employees, if it adversely affects the employment status of the Employees in the unit, including positions adversely affected by the impact of realignment of work forces or technological changes. The Employer further agrees to minimize displacement actions as much as possible by making reasonable efforts to utilize Employees in other positions, if available. Information not prohibited by the Freedom of Information Act will be furnished the Union upon written request concerning contracting out jobs affecting bargaining unit Employees before starting the cost study on work that will be considered for possible contracting out. A meeting will be held to discuss the efficiency of the positions that are to be studied.

### **ARTICLE 32**

#### **FACILITIES AND PUBLICITY**

Section 1. The Employer will furnish space, not to exceed four (4) square feet, on bulletin boards where current Employee information is posted. The Union shall be responsible for posting and removing material that does not meet the guidelines in the DOD instructions concerning posting or distributing of Union material.

Section 2. The Employer agrees to provide office space for use by the Union for official business only. The use of these facilities for any other purpose must have prior approval of the Employer. A service fee in the amount of \$55.00 per month will be paid beginning the first day of the first month and each month thereafter following approval of this Agreement by the Commander. The Employer will provide light, heat, and Class C telephone service, in consideration of the service fee. Any desired commercial telephone service may be installed and maintained at the sole expense of the Union. The Union will exercise reasonable care in using facilities and will maintain same in a clean and sanitary condition.

Section 3. The Employer will submit to the publisher of the installation newspaper (The Bayonet), and will publish in appropriate bulletins and other news media, on a space available basis, notices or other appropriate news items of general interest submitted by the Union.

Section 4. This Agreement will be readily accessible to Employees and 100 copies will be provided the Union, upon request for administrative purposes. Cost of printing will be shared equally by both parties.

### **ARTICLE 33**

#### **POLICY ON SMOKING CESSATION**

Section 1. Use of tobacco products is prohibited in all workplaces, in all military vehicles and aircraft and all official vans and buses. The workplace includes any area inside a building or facility where work is performed by military personnel, civilians, or persons under contract to the Army, except for recreational areas such as bowling areas, golf courses, clubs, recreation centers, etc., in which smoking areas might be designated. To the maximum extent possible, the Employer will provide designated outdoor smoking areas which provide a reasonable measure of protection from the elements. However, the designated areas will be at least 50 feet from common points of ingress/egress and will not be located in areas that are commonly used by nonsmokers.

Section 2. Employees will not be denied the right to smoke, and will be authorized appropriate break time for this purpose. However, smokers will not be allowed additional time beyond routine breaks to be away from their jobs for smoke breaks.

Section 3. Formal disciplinary action for violations may be initiated in accordance with the negotiated agreement and governing regulations.

Section 4. To the maximum extent possible, smoking cessation programs will be offered for civilian Employees without charge to leave.

Section 5. The Employer will not administer disciplinary action against any Employee as a reprisal for being a smoker or nonsmoker.

### **ARTICLE 34**

#### **PERFORMANCE EVALUATIONS**

Section 1. An Employee's performance rating will be prepared by an appropriate representative of the Employer unless precluded by extenuating circumstances.

Section 2. All ratings will be accomplished in accordance with Department of the Army Regulations. An Employee's signature on the rating indicates only that the rating has been received, and does not necessarily indicate an Employee's agreement.

Section 3. The Employer will counsel Employees regarding overall performance on an as needed basis. When a memorandum for record is made of counseling, the Employee may be furnished a copy upon request, and have the right to make comments concerning any disagreements.

Section 4. Performance standards will be provided each Employee and will be used as a basis for rating the Employee. Employees are encouraged to participate in developing performance standards. The Employer retains final authority in establishing performance standards, which are not grievable. Arbitrators are precluded from establishing standards.

Section 5. The Employee has the right to grieve the performance rating. If an Employee grieves, they have the right to Union representation.

Section 6. In the event an Employee grieves the performance rating the grievance will be submitted in writing to the rater within 15 calendar days after receipt. The grievance will be processed in accordance with the procedures outlined in Article 21; Section 12 of the grievance procedure.

## **ARTICLE 35**

### **DURATION AND CHANGES**

Section 1. This agreement shall remain in full force and effect for a period of three (3) years from the date of its approval by the agency head or the appropriate designee. Further it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under the law. Unless otherwise agreed by the parties, negotiations on a new agreement shall convene not more than ninety (90) or less than sixty (60) days prior to the expiration date of this Agreement.

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

a. Amendment(s) may be required because of changes made in applicable statutes or Executive Orders after the effective date of this Agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws or Executive Orders. Such amendment(s) as agreed to will be duly executed by the parties and become effective on a date or dates agreed to as being appropriate under the circumstances.

b. It may be opened for amendment(s) by the mutual consent of both parties at any time after it has been in force and effect for at least one (1) year. Requests for such amendment(s) by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within ten (10) work days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendment(s) to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendments as agreed to will be duly executed.

c. Not earlier than six (6) months after the effective date, it shall be opened for amendment upon the written request of either party made within thirty (30) calendar days after receipt by such party of any Order, Instruction, or Regulation of the Office of Personnel Management, Department of Defense or Department of the Army, which substantially alters the discretionary authority of the Employer with regard to any item dealt with in this Agreement. Requests for such amendment(s) proposed and make

reference to the appropriate Order, Regulation, or Instruction upon which each such amendment request is based. The parties shall meet within fourteen (14) calendar days after receipt of such matters. No changes shall be considered except those bearing directly on and falling within the scope of such Order, Regulations, or Instruction and the discretionary area(s) which the same delegates to the Employer. Such amendment(s) as agreed to by the parties will be duly executed by the parties.

Section 3. Any amendments to this Agreement as agreed upon by the parties shall be promptly reproduced and distributed in the same manner as the basic Agreement.

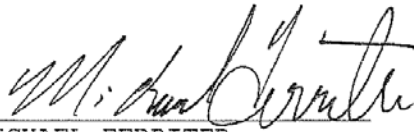
Section 4. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by an Employee or group of Employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union and approved in accordance with provisions of Section 7114 of the Statute.

Section 5. The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions therein.

Section 6. Where the renegotiation of this Agreement is pending or in process and the parties are unable to complete such renegotiation by the expiration date of the Agreement, the provisions of the Article shall continue to be effective until whichever of the following events occurs first: (a) a new agreement has been approved; (b) the impasse resolution procedures have been exhausted, or (c) the Union has lost its representation rights.

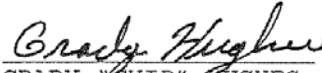


APPROVED:



MICHAEL FERRITER  
Major General, US Army  
Commanding

DATE: 10/18/2009



GRADY "CHIP" HUGHES  
President, Federal  
Employees Metal  
Trades Council

DATE: 10/18/09



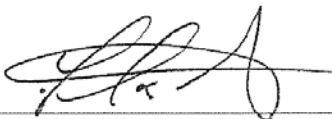
KOJI D. NISHIMURA  
Colonel  
US Army Medical Department  
Activity Commander

DATE: 10/18/2009



THOMAS D. MACDONALD  
Colonel, US Army  
US Army Center Garrison Commander

DATE: 10/18/2009



FELIX L. SANTIAGO  
Colonel, US Army  
Commandant Western Hemisphere  
Institute for Security Cooperation

DATE: 10/18/2009

EMPLOYER


US Army Maneuver  
Center of Excellence  
Fort Benning, Georgia

  
BY: SHERYL W. CREEK  
Chief Negotiator

DATE: 10/19/2009

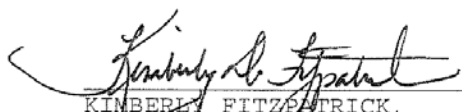
UNION

Federal Employees  
Metal Trades Council


  
BY: GRADY "CHIP" HUGHES  
Chief Negotiator

DATE: 10/19/09

MANAGEMENT NEGOTIATION  
COMMITTEE

  
KIMBERLY FITZPATRICK,  
Technical Representative

  
GAYLE ROSALES LEWIS, MEMBER

  
LORAINNE LESTER, MEMBER

UNION NEGOTIATION  
COMMITTEE

  
BILL HARRIGAN, MEMBER

  
LONNIE KALTREIDER, MEMBER