

# ***A G R E E M E N T***

***B E T W E E N***

**U.S. ARMY TRANSPORTATION CENTER  
(USATCFE) FORT EUSTIS, VIRGINIA**

**U.S. ARMY MEDICAL DEPARTMENT ACTIVITIES  
(MEDDAC) FORT EUSTIS, VIRGINIA**

**U.S. ARMY DENTAL ACTIVITY  
(DENTAC) FORT EUSTIS, VIRGINIA**

**U.S. ARMY AVIATION LOGISTICS SCHOOL  
(USAALS) FORT EUSTIS, VIRGINIA**

**U.S. ARMY TRAINING AND DOCTRINE  
COMMAND/CONTRACTING ACTIVITY  
(TCA) FORT EUSTIS, VIRGINIA**

***A N D***

**NATIONAL ASSOCIATION  
OF  
GOVERNMENT EMPLOYEES  
(NAGE), LOCAL R4-6**

***EFFECTIVE DATE*  
20 JANUARY 1994**

# TABLE OF CONTENTS

<i>Article Title</i>	<i>Page</i>
<b>SECTION 1: Introduction Articles:</b>	
Preamble .....	1
Purpose .....	1
Definitions and Contract Language .....	2
<b>SECTION 2: Statutory Articles:</b>	
1 Labor-Management Cooperation Meetings .....	6
2 Provisions of Law and Regulations .....	7
3 Matters Appropriate for Consultation and Negotiation .....	8
4 Negotiated Grievance Procedure .....	10
5 Arbitration of Grievances .....	16
6 Unfair Labor Practices .....	18
7 Duration, Reopening, Amendment and Printing/Distribution .....	19
<b>SECTION 3: UNION Articles:</b>	
8 UNION Recognition and Unit Designation .....	20
9 UNION Rights and Obligations .....	21
10 UNION Representation .....	22
11 UNION Dues (Payroll Withholding) .....	26
12 UNION Publicity/Bulletin Boards/Information and Membership Lists .....	28
13 UNION Training .....	30
14 UNION Facilities and Services .....	31
<b>SECTION 4: EMPLOYER Articles:</b>	
15 EMPLOYER Rights .....	33
16 Adverse Weather Policy .....	34
17 Child Care .....	36
18 Contracting Out .....	36
19 Reorganization .....	37

# TABLE OF CONTENTS

<i>Article Title</i>	<i>Page</i>
20 Technological Developments .....	37
21 Environmental Differential and Hazardous Duty Pay (EDP/HDP) .....	38
22 Paycheck Delivery and Allotments .....	39
23 Safety and Hygiene .....	39
24 Smoking/Use of Tobacco Products .....	41
25 On-The-Job-Injuries .....	43
26 Temporary Duty Travel (TDY) .....	43
27 Transportation .....	44
<b>SECTION 5: Employee Articles:</b>	
28 Employee Rights .....	45
29 Employee Counseling Services .....	47
30 Employee Facilities .....	49
31 Orientation for New Employees .....	49
32 Employee Recognition .....	50
33 Army Ideas for Excellence Program (Suggestion Program) .....	51
34 Employee Training and Development .....	52
<b>SECTION 6: Workforce Management:</b>	
35 Job Descriptions and Classifications .....	53
36 Merit Promotion and Placement .....	54
37 Details and Temporary Promotions .....	57
38 Performance Evaluation .....	59
39 Disciplinary/Adverse Actions .....	60
40 Equal Employment Opportunity (EEO) .....	62
41 Reduction-In-Force .....	63
<b>SECTION 7: Time and Attendance Articles:</b>	
42 Hours of Work and Basic Workweek .....	67
43 Overtime .....	69

## TABLE OF CONTENTS

<i>Article Title</i>	<i>Page</i>
44 Holidays .....	71
45 Excused Absences .....	72
46 Annual Leave .....	74
47 Sick Leave .....	75
48 Leave Without Pay .....	79
49 Court Leave .....	80
50 Family and Medical Leave .....	80

### APPENDICES:

Appendix A: Request to Leave Assigned Work Area to Perform Representational Duties .....	81
Appendix B: Grievance Form .....	82
Appendix C: Authorization for Representation .....	84

### AUTHENTICATION:

Negotiating Teams .....	85
COMMANDERS and UNION President .....	86

## ALPHABETICAL INDEX

<i>Subject</i>	<i>Article</i>	<i>Page</i>
Administrative Workweek .....	42	67
Adverse Actions .....	39	60
Adverse Weather Policy .....	16	34
Amendment of Agreement .....	7	19
Annual Leave .....	46	74
Arbitration of Grievances .....	5	16
Army Ideas for Excellence Program .....	33	51
Basic Workweek .....	42	67
Blood Donation .....	45	72
Child Care .....	17	36
Competitive Areas .....	41	63

# ALPHABETICAL INDEX

<i><b>Subject</b></i>	<i><b>Article</b></i>	<i><b>Page</b></i>
Contracting Out .....	18	36
Contract Language .....		2
Court Leave .....	49	80
Curtailment of Operations .....	45	72
Definitions .....		2
Details .....	37	57
Designated Smoking Areas .....	24	41
Disciplinary Actions .....	39	60
Distribution of Agreement .....	7	19
Duration of Agreement .....	7	19
Emergency Annual Leave .....	46	74
Employee Break/Eating Areas .....	30	49
Employee Counseling Services .....	29	47
Employee Facilities .....	30	49
Employee Orientation .....	31	49
Employee Parking .....	30	49
Employee Recognition .....	32	50
Employee Rights .....	28	45
Employee Training and Development .....	34	52
EMPLOYER Rights .....	15	33
Environmental Differential Pay (EDP) .....	21	38
Equal Employment Opportunity (EEO) .....	40	62
Excused Absences .....	45	72
Family and Medical Leave .....	50	80
Grievance Mediation Procedure .....	4	10
Grievance Procedure .....	4	10
Hazardous Duty Pay (HDP) .....	21	38
Holidays .....	44	71
Hours of Work .....	42	67
Impact and Implementations Bargaining (I&I) .....	3	9

# ALPHABETICAL INDEX

<i>Subject</i>	<i>Article</i>	<i>Page</i>
Job Classification .....	35	53
Job Descriptions .....	35	53
Labor-Management Cooperation Meetings .....	1	6
Leave Without Pay .....	48	79
Lunch Periods .....	42	67
Matters Appropriate for Consultation/Negotiation .....	3	8
Medical Certification (Sick Leave) .....	46	74
Merit Promotion and Placement .....	36	54
Mid-Term Bargaining .....	3	8
Non-Smoking Areas .....	24	41
Official Time Usage .....	10	22
On-The-Job-Injuries .....	25	43
Overtime .....	43	69
Paycheck Delivery and Allotments .....	22	39
Performance Evaluation .....	38	59
Preamble .....		1
Printing of the Agreement .....	7	19
Protective Clothing .....	23	39
Provisions of Laws and Regulations .....	2	7
Purpose .....		1
Reduction-In-Force .....	41	63
Reopening of Agreement .....	7	19
Reorganization .....	19	37
Rest Periods .....	42	67
RIF Notices .....	41	63
Right to Representation (Examination/Investigation) ..	28	46
Safety and Hygiene .....	23	39
Severe Weather Plan .....	16	34
Shutdown of Installation .....	45	72

# ALPHABETICAL INDEX

<i>Subject</i>	<i>Article</i>	<i>Page</i>
Sick Leave .....	47	75
Smoking /Use of Tobacco Products .....	24	41
Suggestions .....	33	51
Supplements to the Agreement .....	7	19
Technological Developments .....	20	37
Temporary Duty Travel (TDY) .....	26	43
Temporary Promotions .....	37	57
Transportation .....	27	44
Unfair Labor Practices .....	6	18
UNION Bulletin Boards .....	12	28
UNION Dues (Payroll Withholding) .....	11	26
UNION Facilities and Services .....	14	31
UNION Information .....	12	28
UNION Office/Utilities .....	14	31
UNION Parking Spaces .....	14	31
UNION Publicity .....	12	28
UNION Membership Lists .....	12	28
UNION Recognition and Unit Designation .....	8	20
UNION Representation .....	10	22
UNION Rights and Obligations .....	9	21
UNION Training .....	13	30
Use or Lose Annual Leave .....	46	74
Voting (Excused Absence) .....	45	72

## **PREAMBLE**

In accordance with Public Law 95-454, Title VII, Civil Service Reform Act of 1978, hereafter called the STATUTE, and subject to all applicable statutes and regulations, this negotiated EMPLOYER-UNION Agreement, hereinafter called the Agreement, is entered into between the U.S. Army Transportation Center (USATCFE); U.S. Army Medical Department Activities (MEDDAC), Fort Eustis; U.S. Army Dental Activity (DENTAC), Fort Eustis; U.S. Army Aviation Logistics School (USAALS); and the U.S. Army Training and Doctrine Command, Contracting Activity (TCA), Fort Eustis, Virginia, hereinafter referred to as the EMPLOYER, and the National Association of Government Employees (NAGE), Local R4-6, located at Fort Eustis, Virginia, hereinafter referred to as the UNION, and collectively referred to as the PARTIES.

## **PURPOSE**

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

**WHEREAS** the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Agency; and

**WHEREAS** it is the intent and purpose of the PARTIES hereto to promote and improve the efficient administration of the Agency, and the well being of employees within the meaning of the STATUTE; to establish a basic understanding relative to personnel policy, practices, and procedures affecting conditions of employment within the jurisdiction of the EMPLOYER, and to



provide means for open discussion and adjustment of matters of mutual interest. In fulfilling these responsibilities, the PARTIES do affirm that they shall bargain in good faith to ensure good relations.

**THEREFORE**, the PARTIES agree hereto as follows:

## **DEFINITIONS AND CONTRACT LANGUAGE**

**Section 1.** The STATUTE contains many definitions dealing with Federal Service Labor-Management Relations. For a better understanding of this Agreement, the following definitions are set forth:

a. **Supervisor:** An individual employed by an Agency having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees; to adjust employee grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgement, except that, with respect to any unit which includes firefighters or nurses, the term 'supervisor' includes only those individuals who devote a preponderance of their employment time to exercising such authority.

b. **Management Official:** An individual employed by an Agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency.

c. **Confidential Employee:** An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policy in the field of labor-management relations.

**d. Professional Employee:**

(1) An employee engaged in the performance of work —

(a) Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities);

(b) Requiring the consistent exercise of discretion and judgement in its performance;

(c) Which is predominantly intellectual and varied in character (as distinguished from routine mental, manual, mechanical or physical work); and

(d) Which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time; or

(2) An employee who has completed the courses of specialized intellectual instruction and study described in subparagraph (1) (a) of this paragraph and is performing related work under appropriate direction or guidance to qualify the employee as a professional employee described in subparagraph (1) of this paragraph.

**e. Collective Bargaining:** The performance of the mutual obligation of the representative of an Agency and the exclusive representative of employees in an appropriate unit in the Agency to meet at reasonable times and to consult and bargain in good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if

requested by either PARTY, a written document incorporating the collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either PARTY to agree to a proposal or to make a concession.

**Section 2.** For the purpose of this Agreement the following terms are defined:

a. **Agency:** Where the term Agency is used it refers to the Department of the Army.

b. **Consultation:** Mutual discussion of policies, programs, and procedures related to working conditions of members of the unit which are within the authority of the EMPLOYER for the purpose of obtaining UNION views before the EMPLOYER takes final action. This definition does not compel either PARTY to agree to a proposal or make a concession.

c. **Negotiation:** Collective bargaining between the EMPLOYER and the UNION with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

d. **Mid-Term Bargaining:** Negotiations which take place during the life of the Agreement concerning changes to conditions of employment not covered by the terms of this Agreement; or pursuant to ARTICLE 7, DURATION, REOPENING, AMENDMENT AND PRINTING AND DISTRIBUTION.

e. **Impact and Implementation (I&I) Bargaining:** Negotiations regarding procedures the EMPLOYER shall follow in implementing decisions resulting from the exercise of its

reserved rights under Section 7106 of the STATUTE and appropriate arrangements for employees adversely affected by those decisions when such decisions concern changes to conditions of employment.

**f. Grievance: any complaint —**

(1) By any employee concerning any matter relating to the employment of the employee;

(2) By the UNION concerning any matter relating to employment of any employee; or

(3) By any employee, the UNION or the EMPLOYER concerning—

(a) The effect or interpretation, or a claim of breach, of this Agreement; or

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

**Section 3. Contract Language:**

a. **Gender:** Whenever language in this Agreement refers to gender, it refers to either gender (i.e., he/his/him, includes she/her/hers).

b. **Calendar days:** Whenever a calendar day deadline falls on a non-workday, the deadline shall be the next regular workday.

c. **Filing Date:** Whenever a deadline requires the filing or submission of a writing, such writing must be received by the appropriate addressee not later than close of business on the deadline. Filings by mail shall be deemed dispatched reasonably in advance of any deadline, if postmarked five (5) calendar days in advance of such deadline.

d. **Shall vs Will:** "Shall" and "Will" have the same meaning for purposes of this Agreement.

e. **Titles and Headings:** In this Agreement, Article titles and Section headings are provided for ease of reference only and have no substantive meaning in and of themselves.

## **ARTICLE 1**

### **LABOR-MANAGEMENT COOPERATION MEETINGS**

**Section 1.** The PARTIES agree to meet to share and exchange information concerning matters of mutual interest. These meetings are a supplement to collective bargaining and are not intended to nor shall they limit the PARTIES' duty to bargain.

**Section 2.** It is further agreed that these meetings shall not be used in lieu of available grievance or appeal procedures. Consequently, employee grievances and appeals shall not be discussed at these meetings.

**Section 3.** Meetings between the PARTIES shall provide an avenue of informal communication with the objective of building and maintaining effective working relationships. The PARTIES agree to give serious consideration to all issues surfaced at these meetings.

**Section 4.** The PARTIES agree that these meetings shall be held monthly at a mutually agreed time and place. The PARTIES shall exchange agenda items at least seven (7) calendar days prior to scheduled meetings. Agendas shall be limited to not more than six (6) items. These meetings may be cancelled if mutually agreed to by the PARTIES. The PARTIES agree that at these meetings the number of attendees by either PARTY shall not be more than three (3).

**Section 5.** The PARTIES recognize and acknowledge that as employees are very familiar with their work, they are in an excellent position to provide information to the PARTIES. It is agreed that their input could be very useful in assisting to improve overall management-employee relations. Subject matter experts may be invited to such meetings as mutually agreed to by the PARTIES.

**Section 6.** The EMPLOYER shall be responsible for providing an acceptable meeting site. The PARTIES shall provide the name(s) and phone number(s) to their representatives to serve as the principal points of contact to schedule these meetings.

## **ARTICLE 2**

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

**Section 1.** In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual (FPM), by published Agency policies and regulations in existence at the time the Agreement was approved, and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities.

**Section 2.** It is agreed and understood by the PARTIES that this Article applies to this initial Agreement and all supplemental, implementing, subsidiary, or informal agreements between the PARTIES.

**Section 3.** In making rules and regulations relating to personnel policy, procedures and practices and matters involving working conditions, the PARTIES shall give due regard and consideration to the obligations imposed by this Agreement and the provisions of the STATUTE.

## **ARTICLE 3**

### **MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION**

**Section 1.** The PARTIES agree to cooperate in implementing and administering the Agreement to include making those changes required by the Agreement.

**Section 2.** It is recognized that this Agreement is not all inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either PARTY to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

**Section 3.** Matters appropriate for consultation or negotiation between the PARTIES are personnel policies and practices and procedures relating to conditions of employment which are within the discretion of the EMPLOYER, and changes of laws and regulations or policies directive in nature to the EMPLOYER that may warrant changes to conditions of employment.

a. Either PARTY has the right to confer with the other concerning subjects appropriate for consultation or negotiation. The PARTY desiring a meeting shall give notice to the other PARTY specifying the subject matter to be discussed.

b. The EMPLOYER agrees that it shall notify the UNION in writing of proposed changes in working conditions of employees.

**Section 4.** The following procedures shall apply to Mid-Term Bargaining:

a. The PARTY requesting bargaining shall do so in writing and shall include its written proposals along with its request for bargaining.

b. The responding PARTY shall submit written counterproposals, if any within ten (10) calendar days of receipt of any request to bargain.

c. Negotiations shall commence not later than fifteen (15) calendar days from the receipt of the request to bargain and the written proposals.

d. If, after thirty (30) calendar days from the commencement of negotiations, an agreement has not been reached, the PARTIES shall jointly invoke mediation.

**Section 5.** During the life of this Agreement, the EMPLOYER shall enter into Impact and Implementation (I & I) Bargaining if requested by the UNION on any decision or action taken by the EMPLOYER in exercising its management rights, where appropriate arrangements for employees adversely affected by the exercise of such rights and implementing procedures have not been negotiated into this Agreement.

**Section 6.** The following procedures shall apply to I & I Bargaining:

a. The EMPLOYER shall notify the UNION in writing prior to the planned implementation of a proposed change to conditions of employment. The written notice shall provide the UNION:

- (1) The proposed change,
- (2) The reason for the change, and
- (3) The proposed effective date of the change.



b. Normally, the UNION shall have fifteen (15) calendar days from the date of notification to request bargaining and to forward written proposals to the EMPLOYER.

c. If the UNION does not request bargaining and forward written proposals within the time limit, the EMPLOYER may implement the proposed change(s).

d. Upon timely request by the UNION, bargaining shall commence within ten (10) calendar days of the EMPLOYER's receipt of the UNION's written proposals, unless otherwise agreed upon by the PARTIES.

e. If, after thirty (30) calendar days from the initial date of notification by the EMPLOYER, an agreement has not been reached on I & I bargaining proposals, the PARTIES shall jointly invoke mediation.

**Section 7.** Issues regarding negotiability of an item under discussion shall be resolved in accordance with the STATUTE and applicable regulations.

## **ARTICLE 4**

### **NEGOTIATED GRIEVANCE PROCEDURE**

**Section 1.** The PARTIES recognize that situations may arise where unit employees, the UNION, or the EMPLOYER may become aggrieved over matters relating to conditions of employment or the interpretation and application of this Agreement. This Article provides procedures for fair, simple, and expeditious consideration and settlement of grievances. The term "grievance" is defined in the DEFINITIONS section of this Agreement.

**Section 2.** This Negotiated Grievance Procedure (NGP) is the exclusive procedure available to unit employees, the UNION, and the EMPLOYER for resolving grievances.

**Section 3.** The following matters are excluded from the NGP:

- a. Political Activities;
- b. Retirement, Life or Health Insurance appealable under parts 831, 870, and 890 of the Federal Personnel Manual;
- c. Suspension or Removal for National Security Reasons affected under 5 U.S.C. 7532;
- d. Examination, Certification or Appointment;
- e. Position Classification which does not result in loss of grade or pay;
- f. Nonselection for promotion from a group of properly ranked and certified candidates;
- g. Allegations of mismanagement;
- h. EEO Complaints;
- i. Termination of probationary employees;
- j. The establishment of performance standards and critical elements/objectives (the application of elements/objectives and standards/objectives is grievable);
- k. Matters appealable to the Merit Systems Protection Board (MSPB);
- l. Proposed personnel actions; and
- m. The decision to grant or not grant an incentive award (the compliance with applicable regulations and this Agreement is grievable).

**Section 4.** A grievance may be filed by an employee, a group of employees, the UNION or the EMPLOYER. An employee or group of employees may handle his or their own grievance or use a UNION representative. If the employee requests a UNION representative, he or his representative shall inform the EMPLOYER. If an employee or group of employees present a grievance on their own behalf, the UNION shall have the right to be present during the grievance proceedings.

**Section 5.** The EMPLOYER shall grant a reasonable amount of time off the job for employees to investigate, prepare and/or present grievances. An employee desiring time off of the job must first obtain his supervisor's permission before leaving the work site. In requesting such approval from his supervisor, the employee must state the reason for the absence and the estimated time of return to the work site. UNION representatives must comply with procedures established in ARTICLE 10, UNION REPRESENTATION, of this Agreement.

**Section 6.** If two or more employees file identical grievances (where the basis for the grievance and the corrective action sought are identical), the grievance should be processed as a group grievance with one employee serving as the representative grievant. The processing and resolution of the group grievance shall apply to all grievances in the group.

**Section 7.** In presenting a grievance at any Step of this NGP, either the aggrieved employee or his representative shall inform the EMPLOYER that he is presenting a "grievance" for processing under the NGP.

**Section 8.** At any Step of this NGP upon written request, the EMPLOYER shall provide pertinent records IAW 5 U.S.C. 7114(b)(4).

**Section 9.** The PARTIES expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail, however, the following procedures are established for settlement of grievances. If any grievance is not taken up with the employee's immediate supervisor within fifteen (15) calendar days after the occurrence of the matter which precipitated the grievance, or the date the employee becomes aware of the matter, such grievance shall not be considered or presented at a later date, except where circumstances beyond control of the employee prevent the presentation of such grievance. *Note: Where the subject of the grievance concerns a disciplinary action, the grievance shall be filed with the Deciding Official.*

**Step 1:** The grievance shall first be discussed informally by the aggrieved employee and his representative, if any, and the employee's immediate supervisor, who will try to resolve it. If the issues raised are outside the supervisor's authority and responsibility, he must contact the officials who may be able to help. If the matter is not settled within seven (7) calendar days from the time of this meeting, the employee or UNION may reduce the grievance to writing on the grievance form to be provided by the EMPLOYER (APPENDIX B of this Agreement), stating the issue(s) and the corrective or remedial action sought, and submitted to the next higher supervisor within seven (7) calendar days after the final meeting at Step 1. The grievance issue(s) submitted at Step 1 shall be the sole issue(s) in the grievance to be considered and no additional issue(s) shall be presented at any further step of the grievance procedure. Additional issues can be initiated as separate grievances.

**Step 2:** Within seven (7) calendar days after receipt of the grievance form, the supervisor shall meet with the aggrieved employee and his representative, if any, as designated on the form at APPENDIX C, to discuss the grievance and attempt to reach a

settlement. Where the issues involved in the grievance are beyond the authority and responsibility of the supervisor, appropriate management officials (below the Commanding Officer) shall be present at the meeting. If no resolution or settlement is reached at this time, the employee shall be advised of the supervisor's decision in writing (on the grievance form) within ten (10) calendar days after the date of the Step 2 meeting.

**Step 3:** If no satisfactory settlement is reached between the employee and the higher supervisor, the grievance may be submitted in writing on the grievance form (APPENDIX B of this Agreement), within seven (7) calendar days of the Step 2 decision to the Commander, ATTN: PCPSA/PMSO. The Commander or his designee shall render a decision in writing on the grievance form (APPENDIX B of this Agreement) within fourteen (14) calendar days from the receipt of the written grievance.

**Section 10.** No representative of the UNION shall solicit grievances from employees.

**Section 11.** Once a grievance has been accepted for processing under the Grievance Procedure, failure of the aggrieved employee or the UNION to comply with the applicable time limit or procedure specified at Steps 1, 2, or 3 of Section 9 terminates consideration of the grievance. Failure of a management official of the EMPLOYER to comply with any applicable processing time limit will constitute a valid basis for the grievance to be advanced to the next higher step of this Grievance Procedure; however, election by the employee or the UNION to await EMPLOYER'S decision rather than advance shall not count against the time limits for proceeding after receipt of a decision. Time limits stated in this Article may be extended by mutual written agreement among the aggrieved employee, the UNION, and the management official involved. If either PARTY knows it

shall need an extension, it shall not wait until the last day to submit its request for extension. If management knows it will not grant the requested remedies, it shall not delay the grievance by holding it until the last day of the present Step.

**Section 12.** EMPLOYER grievances shall be filed in writing with the President or an elected officer of the UNION. UNION grievances shall be filed in writing with the PCPSA/PMSO, by an elected officer of the UNION. The EMPLOYER or UNION shall present a grievance in writing to the UNION or EMPLOYER, as applicable, within fifteen (15) calendar days after occurrence of the action or incident being grieved, or the date the PARTY becomes aware of such incident. The grievance shall specify the basis for the grievance and the corrective action sought. The PARTIES agree to meet within ten (10) calendar days and attempt in good faith to resolve the grievance. Written decisions shall be issued within fifteen (15) calendar days of receipt of the grievance.

**Section 13.** The PARTIES agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation must be requested in writing within ten (10) calendar days following the conclusion of the last step in the Grievance Procedure. Grievance mediation, if used, must be by mutual consent. Neither PARTY is obligated to use this service; nor shall the voluntary, mutual consent to use the service limit a PARTY'S right to invoke arbitration at a later date. If the PARTIES agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request shall be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The PARTIES also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the PARTIES agree to follow its guidelines, which entitle a grievant to be present at the

mediation conference. The Mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration. Nothing said or done by the PARTIES or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings. Furthermore, the PARTIES agree to hold FMCS, and the Mediator appointed by the Service to conduct the mediation conference, harmless of any claim of damages arising from the mediation process.

**Section 14.** Grievances not resolved under this Article may be referred to arbitration in accordance with ARTICLE 5, ARBITRATION OF GRIEVANCES.

## **ARTICLE 5**

### **ARBITRATION OF GRIEVANCES**

**Section 1.** In the event that any grievance or dispute arising under the article in this Agreement entitled, "NEGOTIATED GRIEVANCE PROCEDURE", is not settled or resolved under that Article's procedures, such grievance, upon written request by either PARTY within ten (10) calendar days following the conclusion of the last Step of the grievance procedure or within ten (10) calendar days following the conclusion of the Grievance Mediation process, shall be referred to arbitration. Should a question of arbitrability of the grievance be raised by either PARTY, that question shall be heard first as a threshold issue under this procedure, followed by the issue(s) of the grievance in one arbitration. Only if the grievance is found arbitrable, however, shall the Arbitrator decide the merits of the grievance. Any grievability or arbitrability issue(s) must be raised within ten (10) calendar days of the invoking of the arbitration.

**Section 2.** Within seven (7) calendar days from the date of receipt of the arbitration request, the PARTIES shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five (5) impartial persons qualified to act as Arbitrators. The PARTIES shall meet within seven (7) calendar days after receipt of the arbitration list. If the PARTY that invoked the arbitration fails to meet with the other PARTY within the fourteen (14) calendar days, unless the delay is beyond the PARTY's control or is mutually agreed to in writing, the request for arbitration shall be considered null and void, and the FMCS shall be so notified. If the PARTIES cannot mutually agree upon one (1) of the listed arbitrators, then a coin flip shall decide which PARTY shall strike first and each PARTY shall alternate striking one (1) Arbitrator's name from the list until only one (1) name remains. Should the requesting PARTY withdraw its request to arbitrate the grievance after the arbitrator has been selected, that PARTY shall bear all cancellation or other fees charged by the Arbitrator for such cancellation, unless a settlement agreement specifies otherwise.

**Section 3.** The fees and expenses of the Arbitrator shall be borne by the losing PARTY. In a split decision, each PARTY shall bear one-half (1/2) the fees and expenses of the arbitrator. Travel and per diem shall not exceed the maximum rate authorized by the Joint Travel Regulations. The arbitration investigation, and/or hearings shall be held during the regular work hours, Monday through Friday, except for holidays. The employee, his representative, and any witnesses, as determined by the Arbitrator, who are employees in a duty status shall be excused from duty without loss of pay or charge to leave for the time necessary to participate in the Arbitrator's investigation. Where the PARTIES mutually request a transcript or the Arbitrator requests, transcript, the expense shall be shared, otherwise the PARTY requesting a



transcript is responsible for ordering and paying applicable costs. If the other PARTY subsequently decides that it also wants a copy, that PARTY must also order and pay any applicable costs for its copy.

**Section 4.** The Arbitrator shall be requested to render his decision to the PARTIES as quickly as possible after the conclusion of the proceedings and within thirty (30) days if at all practicable. The Arbitrator will render his findings and recommendations to the PCPSA, Labor Relations Office, and furnish a copy of same to the Union.

**Section 5.** The PARTIES shall in good faith attempt to define the issue(s). If complete agreement cannot be reached on the issue(s) prior to arbitration, the PARTIES shall present their respective issue(s) to the Arbitrator at the hearing. The Arbitrator shall then determine the issue(s) to be heard.

**Section 6.** The Arbitrator's award shall be binding on the PARTIES except that either PARTY may file exceptions to an award with the Federal Labor Relations Authority (FLRA), under regulations prescribed by the FLRA.

## **ARTICLE 6**

### **UNFAIR LABOR PRACTICES**

The PARTIES agree that the resolution of complaints that arise under 5 U.S.C. 7116, Unfair Labor Practices (ULP), should be handled informally. The PARTIES agree that their complaints shall be filed informally, in writing with either the EMPLOYER, ATTN: Labor Relations Office, or the President, Local R4-6. The PARTIES agree to meet in a good faith attempt to informally resolve their complaints within ten (10) calendar days of the informal filing. If no informal resolution is reached within fifteen

(15) calendar days of the informal filing, the ULP may be forwarded to the FLRA.

## **ARTICLE 7**

### **DURATION, REOPENING, AMENDMENT AND PRINTING/DISTRIBUTION**

**Section 1. Duration:** This Agreement shall remain in full force and effect for a period of three (3) years from the date of its approval by the head of the Agency or his designee, or from the 31st day after execution, whichever is sooner. This Agreement shall automatically be renewed for three (3) year periods thereafter unless written notice of a desire to renegotiate the Agreement is served by either party between the 105th and 60th day prior to expiration of the contract.

**Section 2. Reopening:** This Agreement is subject to reopening:

- a. By mutual consent of the PARTIES concerned; or
- b. To modify, add or delete clauses or Articles as may be necessary when new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

**Section 3. Continuation of Agreement:** When the renegotiation of this Agreement is pending or in process, and the PARTIES are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of the Agreement shall continue in effect until a new Agreement is effected.

**Section 4. Approval and Amendments:** This Agreement and any amendments thereto shall become effective on the date approved by the Agency head or his designee in accordance with the STATUTE and shall remain in effect until this Agreement expires or is terminated.

**Section 5. Printing and Distribution:** The EMPLOYER shall publish this Agreement and any amendments or supplements and shall furnish the UNION sufficient copies of the Agreement in booklet form including any supplements and amendments, to permit the UNION to distribute one to each employee in the unit. The EMPLOYER shall furnish 100 additional copies to the UNION for its internal use.

## **ARTICLE 8**

### **UNION RECOGNITION AND UNIT DESIGNATION**

The EMPLOYER recognizes the National Association of Government Employees (NAGE), Local R4-6, as the exclusive bargaining representative for the following units:

All General Schedule and Wage Grade employees of the U.S. Army Transportation Center (USATCFE); U.S. Army Medical Department Activities (MEDDAC), Fort Eustis; U.S. Army Dental Activity (DENTAC), Fort Eustis; and the U.S. Army Aviation Logistics School (USAALS), Fort Eustis; Fort Eustis, Virginia. This unit **excludes:** all employees of the Fire Prevention and Protection Division; temporary employees; management officials; professional employees; employees engaged in personnel work in other than a purely clerical capacity; supervisors; and confidential employees.

All nonprofessional employees employed by the U.S. Army Training and Doctrine Command, Contracting Activity (TCA), Fort Eustis, Virginia. This unit **excludes:** all management officials, professional employees, supervisors, confidential employees and employees engaged in personnel work other than a purely clerical capacity.

## **ARTICLE 9**

### **UNION RIGHTS AND OBLIGATIONS**

**Section 1.** The UNION shall accept employees of the unit as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status or physical and/or mental handicap.

**Section 2.** The UNION shall act for and negotiate agreements covering all employees in the unit and shall represent the interests of all such employees without discrimination, and without regard to UNION membership in matters covered by this Agreement.

**Section 3.** Bargaining unit employees may be represented only by themselves or the UNION when filing a grievance under the negotiated grievance procedure. This does not preclude an attorney or national representative from representing the employee when so designated by the UNION.

**Section 4.** The UNION has the right to represent any employee in the bargaining unit in connection with an informal or formal grievance. The UNION shall be obligated to represent non-dues-paying members of the unit in negotiated grievance procedures only.

**Section 5.** The UNION shall be given an opportunity to be present at any formal discussions between management and employee(s) or employees' representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

**Section 6.** The UNION shall abide by the applicable provisions of the Standards of Conduct for Labor Organizations.

## ARTICLE 10

### UNION REPRESENTATION

**Section 1.** The EMPLOYER agrees to grant reasonable official time to properly elected or appointed and recognized UNION Officers and Stewards in accordance with this Article to perform representational activities expressly provided for by the terms of this Agreement. UNION Officers and Stewards shall conduct their UNION business with dispatch.

**Section 2.** The UNION reserves the right to elect or appoint its Officers and Stewards. For the purpose of official time, the EMPLOYER shall recognize the following Officers and Stewards:

a. **Officers:** President, Executive Vice-President, Vice President (GS), Vice President (WG), Vice President (TCA), Chief Steward, Executive Secretary and Treasurer.

b. **Stewards:** The number of Stewards shall be the number required to provide reasonable access to a steward by any unit employee but shall not exceed a ratio of one (1) per fifty (50) employees. The UNION is responsible for selecting Stewards familiar with the area for which they provide representation. No more than one (1) Steward per shift shall be selected from any division of an organization of the EMPLOYER unless that division contains more than fifty (50) employees. With the exception of the Chief Steward, the UNION agrees to limit Steward assignments to the organization where the Steward is employed. It is understood that the UNION shall properly orient and indoctrinate Stewards with respect to the Labor Relations STATUTE as well as the provisions of this Agreement.

**Section 3.** The UNION shall keep the EMPLOYER advised at all times, in writing, whenever changes occur in the assignment of its Officers and Stewards (additions and/or deletions). If an addition,

the written notice shall include the employee's supervisor's name, and the area(s) they are authorized to represent. No employee shall be recognized by the EMPLOYER as an Officer or Steward until his name has been provided to the EMPLOYER in writing. The listing of UNION Officers and Stewards and their assigned area(s) of representation shall be posted on all appropriate bulletin boards by the UNION. The EMPLOYER shall provide the UNION President and each Officer and Steward a copy of the letter to be sent to the Officer or Steward's supervisor informing him of the employee's assignment as an Officer or Steward.

#### **Section 4. Official Time:**

a. The UNION President shall be granted thirty-two (32) hours per pay period, the Executive Vice-President shall be granted twelve (12) hours per pay period, and the Chief Steward shall be granted twenty-four (24) hours per pay period to perform the following representational duties concerning bargaining units covered by this Agreement and to which they are assigned at Fort Eustis, VA:

(1) To prepare for and attend meetings with the EMPLOYER.

(2) To investigate, prepare and present employee grievances.

(3) To investigate, prepare and present UNION grievances.

(4) To receive, investigate, and prepare responses to EMPLOYER grievances.

(5) To represent unit employees in disciplinary and adverse action proceedings.

(6) To participate in periodic UNION/EMPLOYER meetings, panels, and committee meetings.

(7) To represent employees during investigatory meetings when requested by the employee.

(8) To prepare for third party proceedings.

(9) To participate in third party proceedings in a representational or witness capacity.

(10) For administration of this Agreement.

b. The President, Executive Vice-President and Chief Steward shall be granted additional official time in addition to time granted under Subsection 4.a., above, to conduct the following activities for bargaining units covered by this Agreement and to which they are assigned:

(1) Negotiations within the meaning of 5 U.S.C. 7131 (a).

(2) Participation in proceedings of the Federal Labor Relations Authority within the meaning of 5 U.S.C. 7131 (c).

(3) Participation in a representational capacity in third-party proceedings.

c. Other Officers and Stewards shall be granted reasonable official time for representational duties described in Sections 4.a. and 4.b., above, for bargaining units covered by this Agreement and to which they are assigned.

d. Unless otherwise agreed between the PARTIES, official time shall be permitted for only one UNION Officer or Steward at any one time for any meeting with the EMPLOYER concerning the representational duties listed in Section 4.a., above.

### **Section 5. Scheduling Official Time:**

a. The President, Executive Vice-President, and Chief Steward shall schedule the official time in Section 4.a., above, at least one pay period in advance with their immediate supervisors, normally

at the beginning or end of the tour of duty, unless otherwise agreed to by the supervisor. Scheduling disputes shall be resolved by their second line supervisor, or if not resolved, shall be referred to the Labor Relations Officer.

b. UNION officials shall request other official time, Sections 4.b. and 4.c., above, prior to leaving their work areas, by submitting a "Request to Leave Assigned Work Area to Perform Representational Duties" form (See APPENDIX A). The EMPLOYER shall provide the form at the time permission is sought to perform representational duties. The Officer or Steward shall complete the form after returning to his work area and shall return it to his immediate supervisor, who shall forward a copy to the Labor Relations Office with a copy for the requesting Officer or Steward. If the immediate supervisor is not available at any stage of this process, the next level supervisor is the designated representative of the EMPLOYER.

c. Scheduling under Section 4.a., above, and permission by the EMPLOYER for a UNION Officer or Steward of the unit to conduct UNION-MANAGEMENT business under Section 4.b., above, shall depend on workload requirements. Official time scheduled under Section 4.a., above, shall not be withdrawn except for workload emergencies for which alternative employees are not available. Before official time is denied, the supervisor shall consult with the Labor Relations Officer. An explanation and alternate time shall be provided if any official time request is denied. Official time shall not be accrued or carried over from pay period to pay period, except if scheduled official time is withdrawn due to a workload emergency.

**Section 6.** If a UNION Officer or Steward of the unit enters another work area, he shall obtain the supervisor's permission first, prior to conducting UNION-EMPLOYER business.



**Section 7.** It is agreed that activities concerned with internal management of the UNION shall be performed during the non-duty hours of the UNION Officers and Stewards and employees concerned. Such activities include, but are not limited to the solicitation of membership, collection of dues, distribution of literature, campaigning for UNION Officers and conducting elections for UNION Officers.

**Section 8.** UNION Officers and Stewards shall not solicit complaints or grievances from an employee while in a duty status or at the work site.

**Section 9.** The EMPLOYER agrees that authorized representatives of the NAGE shall be allowed to visit the Installation at reasonable times on appropriate UNION business. The UNION agrees to give advance notice of such visits to the Labor Relations Office, except for visits to the UNION office to meet solely with the UNION officials on internal UNION business.

## **ARTICLE 11**

### **UNION DUES (PAYROLL WITHHOLDING)**

**Section 1.** The EMPLOYER agrees that authorization for voluntary allotments of pay by employees for the payment of UNION dues shall be accepted and processed per applicable laws and regulations and this Agreement.

**Section 2.** The UNION agrees to procure the prescribed allotment form (Standard Form 1187) from the EMPLOYER; to distribute the form to its members; to inform and educate its members on the program for allotments for payment of dues and the use and availability of the required form; and to certify as to the current amount of its dues.

**Section 3.** The EMPLOYER agrees that an allotment authorization may be submitted at any time through the Fort Eustis Personnel Management Support Office (PMSO), which shall forward it to the servicing finance office within seven (7) calendar days of receipt. Allotments shall become effective at the beginning of the first pay period after receipt of the form in the servicing finance office.

**Section 4.** The EMPLOYER shall automatically terminate an allotment within seven (7) calendar days of notice, when the employee leaves the unit as a result of any type of separation, transfer from the bargaining unit or other personnel action (except detail); upon loss of exclusive recognition by the UNION; when this Agreement providing for dues withholding is terminated by an appropriate authority outside the Agency; or when the employee has been suspended or expelled from the UNION, in which case the UNION shall notify the servicing finance office in writing, within seven (7) calendar days.

**Section 5.** An employee may at any time, voluntarily submit a Standard Form 1188 or other written request to the EMPLOYER to terminate or revoke an existing dues withholding authorization. The STATUTE states that an existing request to withhold UNION dues may not be revoked by an employee for a period of one (1) year. Therefore, an employee's request to terminate such dues withholding will not become effective until the first pay period after 1 March of each year, or one year after the anniversary date of an employee's initial request for UNION dues withholding. The EMPLOYER shall notify the UNION within seven (7) calendar days after receipt of an employee's revocation request by submitting to the UNION a copy of the Standard Form 1188 or the written request.

**Section 6.** The EMPLOYER shall maintain a supply of Standard Form 1188s and shall make the 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, shall be accepted and acted upon by the EMPLOYER, even though not submitted on the form. It is the employee's responsibility to see that the form or written request for revocation is received in the servicing finance office in a timely manner.

**Section 7.** The remittance of the dues withheld shall be made by check payable to the Comptroller, NAGE and mailed to the Comptroller Division, NAGE, 159 Burgin Parkway, Quincy, Massachusetts 02169-0220, no later than seven (7) calendar days following the day on which the related salaries were paid to members of the UNION, along with a listing of employees' names and amount of dues withheld.

**Section 8.** This Article shall continue in full force and effect upon the expiration date of this Agreement and until a new Agreement is effective.

## **ARTICLE 12**

### **UNION PUBLICITY/BULLETIN BOARDS/ INFORMATION AND MEMBERSHIP LISTS**

**Section 1.** The EMPLOYER agrees to publish material for the UNION in the "unofficial" section of the Fort Eustis Post Bulletin on a "space-available" basis. This material is restricted to the announcement of periodic and special meetings, recreational and welfare activities. Material published shall be in accordance with appropriate Agency regulations and shall not contain material relating to partisan political matters, or which reflects upon the integrity or motives of any individual, another employee

organization, or upon the Federal Government. Material to be published in the bulletin shall be submitted to the bulletin publisher in accordance with its deadlines.

**Section 2.** The UNION may submit items for publication in the Fort Eustis *Wheel* on a "space available" basis to the Public Affairs Office in accordance with its deadlines, or enter into arrangements with the publisher to purchase advertising space. The UNION recognizes that the Fort Eustis *Wheel* publishers have an established editorial policy designed to further the interests and objectives of the EMPLOYER and the Agency. All material published shall be in accordance with applicable regulations.

**Section 3.** The EMPLOYER shall provide reasonable bulletin board space at various locations in the unit for the posting of material related to the internal operation of the UNION. The UNION shall be responsible for posting and removing material and maintaining its bulletin board space in an orderly condition. The UNION agrees to comply with governing laws and regulations and shall ensure that all postings are approved by the local UNION President or his designee and are free of scurrilous or libelous material.

**Section 4.** The EMPLOYER shall furnish to the UNION, upon written request, information, data, and publications in accordance with applicable laws.

**Section 5.** The EMPLOYER, at the written request of the UNION, but not more often than twice a year, will furnish the UNION with a list of names, positions, titles, grades/levels, installation and duty stations of all employees in the bargaining unit and any other information required by law or regulation. This information, which will be furnished within thirty (30) calendar days after the written request is received, shall be used in

conjunction with administering this Agreement and for membership solicitation purposes.

**Section 6.** The UNION shall be provided a list of new employees monthly which shall include their work locations.

## **ARTICLE 13**

### **UNION TRAINING**

**Section 1.** UNION representatives shall be granted administrative leave to attend training or receive briefings on subjects within the scope of the STATUTE to the extent that such training is of mutual benefit and permitted by workload. The leave to be granted shall ordinarily not exceed eight (8) hours per calendar year for each Officer and Steward to attend UNION sponsored training. In addition, each of three (3) UNION representatives shall be allowed an additional sixteen (16) hours administrative time per calendar year for training. The UNION shall submit to the EMPLOYER, ATTN: Labor Relations Office, normally twenty (20) calendar days in advance, any request for administrative leave, to include the following information: Name(s) of representative(s) and date, time, place of meeting, and subject matter/agenda. The EMPLOYER shall respond to the request normally ten (10) calendar days prior to the start of the requested period.

**Section 2.** If available, the EMPLOYER shall provide upon request from the UNION, a meeting place conveniently located of ample capacity to conduct UNION seminars and training sessions including film presentation.

## **ARTICLE 14**

### **UNION FACILITIES AND SERVICES**

#### **Section 1. UNION Office.**

a. The EMPLOYER shall provide the UNION not less than twelve hundred (1200) square feet of space for its UNION office in an environmentally controlled and securable facility, at no cost to the UNION for the space or utilities.

b. Any and all modifications, additions, changes to the UNION office shall be at the UNION's expense, except for materials available at the Self-Help Program, and must have the prior approval of the EMPLOYER.

c. The UNION office shall be used by the UNION only in the conduct of business specifically authorized by the STATUTE, this Agreement, or the EMPLOYER.

d. If the need should arise to move the UNION to another location, the new location shall be private and accessible to bargaining unit employees. The UNION shall be given a minimum of thirty (30) calendar days notice prior to any such move. The EMPLOYER shall be responsible for moving the UNION office furniture and equipment, and establishing utilities at the new location, including telephone service provided under this Article.

#### **Section 2. Maintenance of Office/Furniture/Equipment.**

The UNION shall ensure that the UNION office, and all furniture issued to it are maintained in or restored to a clean, secure, safe, and sanitary condition. On reasonable notice, the EMPLOYER may periodically inspect to ensure that these conditions are being met. The UNION shall be financially responsible for any damage to the EMPLOYER's building,

occurs during its occupancy or use thereof, to the same extent any employee would be responsible for Government property issued or in his control.

### **Section 3. Telephone Equipment/Access.**

a. The EMPLOYER shall provide the UNION office one (1) telephone line with local calling area off post access, for conducting its representational communications, at no cost to the UNION. The UNION agrees that no toll calls (long-distance, 3d party, or collect) shall be charged to the EMPLOYER provided telephone.

b. Any arrangements for telephone service, other than Fort Eustis service, shall be made through the EMPLOYER with the UNION assuming all costs.

c. The UNION shall be responsible for any toll charges under Section 3.a., above, and costs under Section 3.b., above, which if unpaid after thirty (30) days notice shall be cause for the EMPLOYER's termination of telephone service.

d. The UNION shall have access to the PROFS E-Mail System.

### **Section 4. Union Use of Employer Facilities and Office Equipment.**

a. The UNION agrees that it shall not use EMPLOYER facilities or office equipment other than equipment issued to the UNION for use in the UNION office without permission from the EMPLOYER.

b. The UNION may request to use EMPLOYER facilities or office equipment not located in the UNION office. Requests shall include the facilities or equipment to be used and the reasons use of the facilities or equipment is necessary. The EMPLOYER shall

consider the request and inform the UNION whether or not the request will be granted. When the UNION is granted permission to use the EMPLOYER's facilities or equipment, that use shall be subject to the policies and limitations of the EMPLOYER concerning the facilities or equipment.

**Section 5.** The EMPLOYER shall furnish a reserved parking space for the UNION President, UNION Executive Vice-President, and the UNION Chief Steward near the work site of each.

## **ARTICLE 15**

### **EMPLOYER RIGHTS**

**Section 1.** Subject to Section 2 of this Article, nothing in this Article shall affect the authority of any management official of the EMPLOYER —

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

b. In accordance with applicable laws —

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

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

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

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



(b) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the EMPLOYER's mission during emergencies.

**Section 2.** Nothing in this Article shall preclude the EMPLOYER and the UNION from negotiating —

a. At the election of the EMPLOYER, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials of the EMPLOYER shall observe in exercising any authority under this Article; or

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

## **ARTICLE 16**

### **ADVERSE WEATHER POLICY**

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

**Section 2.** When the decision has been made to curtail activities during duty hours and to administratively excuse employees, employees shall be promptly notified, in accordance with TCFE Severe Weather Plan 600-2.

**Section 3.** On-the-spot mission essential personnel shall be designated to complete work that must be accomplished. This is not meant to include normal routine work.

**Section 4.** When it has been determined prior to the beginning of a tour of duty that activities must be curtailed due to adverse weather conditions, mission essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission essential employees to report for duty they shall be excused in accordance with this Article and in accordance with TCFE Severe Weather Plan 600-2.

**Section 5.** Employees, other than those referred to in Section 3, above, who are designated mission essential shall be notified in advance that they have been designated as such in writing.

**Section 6.** The EMPLOYER agrees that employees on approved leave, annual, sick, etc., shall have such leave changed to administrative leave in accordance with TCFE Severe Weather Plan 600-2.

**Section 7.** The PARTIES agree that there may be instances when the EMPLOYER is required to shut down or reduce its heating/air conditioning to conserve energy. If this should result in adverse working conditions, except where employees are excused pursuant to the TCFE Severe Weather Plan 600-2, the EMPLOYER should use one or more of the following to reduce or eliminate such conditions:

- a. Allow nonessential employees to vary their tours of duty.
- b. Move employees to different locations on post.
- c. Implement liberal leave policies.

## **ARTICLE 17**

### **CHILD CARE**

**Section 1.** The EMPLOYER shall provide child care services in its child care centers for employees' children in accordance with priorities established by applicable law and regulations.

**Section 2.** The cost for the use of Child-Development Center services, to include registration fees and basic fees, will be based on the same income criteria as established for military personnel. The cost for the use of the on-post Family Child-Care Provider services are established by each individual Care Provider.

**Section 3.** The EMPLOYER agrees to provide the UNION copies of current installation child care service fee rates and any changes which may be issued.

## **ARTICLE 18**

### **CONTRACTING OUT**

**Section 1.** The EMPLOYER retains the right to make determinations with respect to contracting out as provided in Section 7106 of the Civil Service Reform Act.

**Section 2.** As requirements are known, the UNION shall be notified of the functions scheduled for review under the Commercial Activities Program that may have an impact on unit employees.

**Section 3.** It is agreed that since it is to the EMPLOYER's advantage that the Performance Work Statement (PMS) during commercial activity reviews be as accurate as possible, the UNION shall be provided a complete copy and given the opportunity to review the statement for thoroughness. Comments must be provided within thirty (30) calendar days after receipt and

shall be carefully considered by the EMPLOYER. It must be noted that this provision applies only to commercial activity reviews affecting the bargaining unit.

**Section 4.** The UNION shall be advised of contracting out decisions. Any resulting Reduction-in-Force (RIF) shall be conducted in accordance with the RIF Article of this Agreement. Impact and implementation issues other than RIF shall be negotiated at the request of the UNION.

## **ARTICLE 19**

### **REORGANIZATION**

**Section 1.** The EMPLOYER shall notify the UNION in writing as soon as possible, but in no event less than fifteen (15) calendar days prior to a pending reorganization.

**Section 2.** Any resulting Reduction-in-Force (RIF) shall be conducted in accordance with the RIF Article of this Agreement.

## **ARTICLE 20**

### **TECHNOLOGICAL DEVELOPMENTS**

**Section 1.** The PARTIES recognize that technological developments frequently add to the efficiency and productivity of the EMPLOYER. The EMPLOYER agrees to make reasonable efforts to minimize Reduction-in-Force (RIF) resulting from the introduction of new equipment or processes.

**Section 2.** Consistent with manpower requirements, it shall be the responsibility of the EMPLOYER to determine the extent and types of additional training that may be required due to technological changes, to assure the continuing proficiency of employees in their assigned positions, to determine the number

and types of employees to be trained, and to provide the means and facilities to furnish such training.

**Section 3.** Any resulting RIF shall be conducted in accordance with the RIF Article of this Agreement. The UNION retains the right to bargain on impact and implementation issues other than RIF.

## **ARTICLE 21**

### **ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS DUTY PAY**

#### **Section 1.**

a. The administration of Environmental Differential Pay (EDP)/Hazardous Duty Pay (HDP), to include authorizing or terminating EDP/HDP payments to employees shall be in accordance with OPM Regulations/Guidance, Comptroller General Decisions and provisions of this Article.

b. The EMPLOYER shall pay EDP/HDP to personnel when they are required to perform duties that involve unusual hazards, physical hardships, or working conditions in accordance with FPM Supplement 532-1 and FPM Supplement 990-2 and this Agreement.

**Section 2.** In accordance with Federal STATUTES and DOD/Agency policy guidance, the EMPLOYER is obligated, wherever feasible given available technology, to eliminate or substantially reduce employee exposure to environmental hazards, physical hardships and working conditions of an unusually severe nature.

**Section 3.** The EMPLOYER shall maintain a listing of all positions for which EDP or HDP is authorized and shall provide

this information to the UNION upon request, in accordance with 5 USC 7114. If either PARTY believes that an additional EDP/HDP work situation exists, such issue shall be resolved through negotiation between the PARTIES rather than grievance and arbitration.

**Section 4.** Should payment of EDP/HDP be made inconsistent with the criteria described herein, the affected employee and the UNION shall be notified and payment shall be terminated immediately. If the EMPLOYER believes that as a result of acquisition of protective equipment, devices, or safety measures that payment of EDP/HDP is inappropriate, the UNION shall be notified and given the opportunity to discuss the matter prior to termination of pay. If the decision is to terminate EDP/HDP and the UNION is dissatisfied, the decision shall be subject to grievance and arbitration. If grievance/arbitration determines EDP/HDP to be appropriate, the EDP/HDP shall be retroactively reinstated.

## **ARTICLE 22**

### **PAYCHECK DELIVERY AND ALLOTMENTS**

Paychecks shall be delivered by electronic funds transfer (EFT) to a financial institution of the employee's choice.

## **ARTICLE 23**

### **SAFETY AND HYGIENE**

**Section 1.** Safety on the job is of utmost importance, and the PARTIES join in the furtherance of good safety practices. The PARTIES agree that applicable OSHA standards for safety and hygiene apply.

**Section 2.** The individual employee has the responsibility for observance of safe working practices and an obligation to observe safety rules and practices in order to protect himself and his fellow workers. Repeated failure to follow safety rules and practices may result in disciplinary action and/or adverse action.

**Section 3.** The EMPLOYER is responsible for providing a safe and healthful workplace and environment for the employees. The UNION shall cooperate to achieve that end and shall encourage all employees to work in a safe manner. The UNION shall publicize on request notices to employees demonstrating the UNION's support of the EMPLOYER's Safety Program.

**Section 4.** The EMPLOYER shall welcome at any time suggestions for practical ways of improving safety conditions.

**Section 5.** The UNION shall have two (2) representatives on the Command Safety Council. The EMPLOYER shall comply with the Department of Army Regulation 385-10 and Executive Order 12196.

**Section 6.** Where necessary for the accomplishment of the job, the EMPLOYER shall furnish and maintain proper protective clothing and equipment in accordance with applicable regulations. All tools that the EMPLOYER determines necessary to perform the job shall be furnished to employees.

**Section 7.** Locker space shall be furnished by the EMPLOYER at or near the normal duty area when the employee is required to change clothing due to the work assignment.

**Section 8.** The EMPLOYER shall not require employees to work alone at any worksite determined to be an unacceptable risk by appropriate officials in accordance with appropriate regulations.

**Section 9.** The EMPLOYER shall provide and maintain toilet facilities as near to the normal duty area as reasonably possible.

**Section 10.** Employees are responsible to report all accidents immediately as required by existing regulations. The EMPLOYER shall require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Time spent in medical facilities by employees during work hours for emergency medical treatment as a result of on-the-job illness or injury shall not be charged as leave.

**Section 11.** Whenever appropriate officials determine that conditions or practices exist in any work place which could reasonably be expected to cause imminent death or physical harm, the EMPLOYER shall take immediate action to abate the danger to employees.

**Section 12.** The EMPLOYER agrees to adhere to and enforce policies for the prevention of infectious or bloodborne diseases established by the Centers of Disease Control.

**ARTICLE 24**

*See MOU dtd*

**SMOKING/USE OF TOBACCO PRODUCTS**

*21 Sep 95*

**Section 1.** The PARTIES agree that it is mutually beneficial to implement the Department of Army and supplementing HQ TRADOC policy on smoking cessation, to ensure that people are protected from the effects of second-hand smoke, and that personnel who desire to smoke are not unnecessarily inconvenienced.

**Section 2.** The EMPLOYER shall designate smoking areas in Buildings only when the efficiency of the work unit is not



impaired; no costly alteration to the work space is required; and second-hand smoke from tobacco products can be sufficiently isolated to protect nonsmokers from its effects.

**Section 3.** Nonsmoking areas shall be designated and posted in all eating facilities in DOD-occupied buildings. Smoking areas shall be permitted only if adequate space is available for nonsmoking patrons and ventilation is adequate to provide them a healthy environment.

**Section 4.** Smoking or other use of tobacco products is prohibited:

- a. Within auditoriums, conference rooms, classrooms and other indoor training facilities, office areas and other indoor work areas, restrooms, gymnasiums, fitness centers, and elevators.
- b. In all military vehicles and aircraft.
- c. By health care providers in the presence of patients, except in smoking areas designated in accordance with this Article.
- d. In all child development centers and youth activity facilities, except that staff may smoke out of the presence or view of children in smoking areas designated in accordance with this Article.
- e. Where it presents a safety hazard; e.g., firing ranges, ammunition storage areas, fuel dumps, motor pools, and equipment maintenance shops.

**Section 5.** The EMPLOYER may prohibit smoking in any building or within close proximity to its entrances/exits, where an outside shelter providing overhead protection from the elements is reasonably available to smoking employees. A shelter is reasonably available if an employee can walk to it, consume a

cigarette, and walk back to his duty location within normal rest periods.

## **ARTICLE 25**

### **ON-THE-JOB-INJURIES**

**Section 1.** The EMPLOYER shall provide emergency treatment and transportation necessary to secure treatment for on-the-job injuries.

**Section 2.** Treatment for disability due to personal injury or disease sustained while in the performance of duty shall be provided for in accordance with the Federal Employee Compensation Act (FECA) and 5 U.S. C. 8101(1).

**Section 3.** An employee who sustains a disabling job-related traumatic injury is entitled to continuation of regular pay for a period of forty-five (45) calendar days in accordance with applicable laws and regulations.

**Section 4.** The EMPLOYER agrees to ensure that the employee receives a CA-1 Form, Federal Employee's Notice of Traumatic Injury Claim for Continuation of Pay/Compensation, and is advised of processing requirements.

**Section 5.** The EMPLOYER shall assist employees in applying for reimbursement from the Office of Workers Compensation Program for expenses incurred in obtaining medical treatment.

## **ARTICLE 26**

### **TEMPORARY DUTY TRAVEL (TDY)**

**Section 1.** The EMPLOYER has the right to require employees to travel on temporary duty TDY under the conditions and requirements prescribed in applicable laws and regulations. Travel

orders, issuance of government credit cards, advance travel pay, payment of per diem, travel allowances and expenses, shall be processed in accordance with the Joint Travel Regulations (JTR).

**Section 2.** Except under emergency circumstances, the EMPLOYER shall issue travel orders, when required, sufficiently in advance to permit the employee to obtain a transportation request and to draw advance travel pay during working hours prior to the scheduled day of departure.

**Section 3.**

a. Normally, the MANAGEMENT shall not require TDY outside of the normal workweek except in cases where the assignment is required for the entire administrative workweek and where the employee must travel to be in attendance, or for other mission requirements.

b. Time spent by an employee in travel status away from his official duty station is considered as hours of employment for overtime pay purposes only when travel is performed within the days and hours of his regularly scheduled administrative workweek, including regular overtime work, or when the travel involves the performance of actual work while traveling, is incident to travel that involves the performance of work while traveling, is carried out under arduous conditions, or results from an event which could not be scheduled or controlled administratively.

**ARTICLE 27**

**TRANSPORTATION**

**Section 1.** The EMPLOYER shall endeavor to provide transportation to employees when conducting official business.

The use of a Government-furnished vehicle or the mode of transportation is not mandatory. In the case of local travel, the EMPLOYER may authorize the use of a privately owned vehicle (POV). Reimbursement in this case shall be in accordance with appropriate travel regulations.

**Section 2.** When conducting official business, employees shall avail themselves of existing EMPLOYER furnished transportation services. Employee(s) may elect to use privately owned vehicles.

**Section 3.** Normally, employees shall not transport Government property in a POV without prior written authorization of the EMPLOYER.

**Section 4.** When an employee using his personal vehicle for official business has an emergency arising out of the use of such vehicle, he shall immediately notify his supervisor of the nature of the emergency.

**Section 5.** The EMPLOYER shall advise all employees in writing by annual posting of their liabilities and responsibilities with regard to the use of either a personal or an official vehicle for official business. All new employees shall be given a copy of this information as part of their orientation.

## **ARTICLE 28**

### **EMPLOYEE RIGHTS**

**Section 1.** Employees have and shall be protected in the exercise of the right, freely and without fear or penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. Except as provided for in this Article and pursuant to the STATUTE, the freedom of such employees to assist any employee organization shall be recognized as extending to

participation in the management of the organization and acting for the organization in the capacity of any organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority.

**Section 2.** The EMPLOYER shall take such action, consistent with law, as may be required to assure that employees in the unit are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in any employee organization.

**Section 3.** The rights described in this Article do not extend to participation in the management of an employee organization, or representation of any such organization, where such participation or representation would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with official duties of an employee.

**Section 4.** Any employee has the right, regardless of UNION membership, to bring matters of personal concern to the attention of appropriate officials, in accordance with applicable laws, rules, regulations, or established policies.

**Section 5.** 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 in accordance with this Agreement.

**Section 6.** When the EMPLOYER conducts an examination in connection with an investigation, the employee being interviewed is entitled, upon the employee's request, to the presence of a UNION representative, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against

him/her. If representation is requested, the employee shall not be questioned further regarding the matter under investigation until his request for a UNION representative has been granted and the UNION representative has had a reasonable time to respond.

## **ARTICLE 29**

### **EMPLOYEE COUNSELING SERVICES**

**Section 1.** The PARTIES endorse the goal of early identification and referral of those employees with possible alcohol or drug abuse, or serious personal problems which are affecting the employee's conduct or work performance. In such cases the PARTIES agree to cooperate to assist the employee by referring the employee for professional counseling, screening and diagnosis. Voluntary employee participation in counseling and rehabilitation services may be facilitated through a clear understanding by the employee that unless the problem is identified and corrected, he may be subject to disciplinary, adverse, or other appropriate action by the EMPLOYER to address his conduct or performance problems. The UNION, because of its relationship with its members can give understanding and sympathetic offer of guidance and support.

#### **Section 2.**

a. Employees seeking the help of the Civilian Counseling Service may schedule an appointment.

b. The PARTIES, either jointly or separately, may also schedule an appointment for an employee. In furthering an employee's motivation for rehabilitation, the PARTY scheduling the appointment is encouraged to accompany the employee and participate in the initial session(s).

c. Services provided by the Civilian Counseling Service are available to employees without charge.

d. It is agreed and understood by the PARTIES that the Civilian Counseling Service shall be administered in accordance with applicable regulations.

**Section 3:** The EMPLOYER has the right and responsibility to discuss work performance and/or conduct with an employee in a counseling session. The focus of counseling sessions shall be on the issues of job performance and/or conduct rather than diagnosis or judgements of substance abuse, emotional, or other problems.

**Section 4.** If the EMPLOYER determines that referral to the Civilian Counseling Service is appropriate, the UNION shall fully support and assist in encouraging the employee to respond positively to referral. This support and assistance may include joint discussions between the PARTIES.

**Section 5.** An employee with a substance abuse/emotional problem affecting conduct and/or work performance shall be offered assistance and rehabilitation.

**Section 6.** Employees shall be authorized leave as appropriate in accordance with existing rules and regulations, and this Agreement, to obtain treatment and rehabilitation.

**Section 7.** All discussions, counseling sessions, and records of the Civilian Counseling Service, or any other program to which an employee may be referred are confidential in accordance with existing law and regulations. Normally, no information may be disclosed without the prior written consent of the employee.

**Section 8.** The employee's job security or promotional opportunities shall not be jeopardized solely by his request for assistance.

## **ARTICLE 30**

### **EMPLOYEE FACILITIES**

**Section 1.** Unit employees shall be provided parking near their work area. Handicapped employees, as defined in controlling regulations, shall have access to handicapped parking in close proximity to their working areas. Employees temporarily handicapped to the extent that walking to and from parking lots would create an undue hardship shall have access to handicapped parking.

**Section 2.** The EMPLOYER shall maintain adequate lighting, heating, and cleanliness in work areas and rest rooms.

**Section 3.** Employees shall be provided a break/eating room in buildings where space/facilities permit. Vending machines shall be installed in accordance with AAFES policies if space permits.

**Section 4.** Searches of desks, lockers or other facilities assigned to employees may be permitted on the basis of reasonable suspicion of work related misconduct based on specific objective facts and reasonable inferences drawn from those facts. Except where exigent circumstances exist, searches shall be conducted in the presence of the employee or, in his/her absence, a UNION representative shall be given a reasonable opportunity to be present as an observer.

## **ARTICLE 31**

### **ORIENTATION FOR NEW EMPLOYEES**

**Section 1.** The PARTIES recognize the importance and the value of employee orientation.

**Section 2.** The UNION shall be afforded the opportunity to be represented at new employee orientation sessions. One UNION representative shall be permitted the opportunity to:



- a. Advise bargaining unit employees of its existence;
- b. Describe the bargaining unit it represents;
- c. Provide the telephone number where UNION representatives can be reached;
- d. Distribute copies of the Agreement to bargaining unit employees; and
- e. Respond to questions.

**Section 3.** The UNION agrees that the purpose for attending new employee orientations shall not be for the purpose of soliciting UNION membership.

**Section 4.** The UNION shall advise the EMPLOYER, ATTN: Labor Relations Branch, the name of the person designated to serve as its representative at new employee orientations. The UNION may change its designee upon written notification to the EMPLOYER.

## **ARTICLE 32**

### **EMPLOYEE RECOGNITION**

**Section 1.** The EMPLOYER, through its publications, by personal contact and other available means, shall urge supervisors to recognize employees who sustain a level of performance significantly above reasonable expectations. Supervisors shall be urged to use Letters of Appreciation, Letters of Commendation, Honorary Awards, Time-Off Awards and Monetary Awards to the maximum extent that such awards are merited and resources permit.

**Section 2.** Quality Step Increases (QSI) and Performance Awards may be used to recognize sustained high quality

performance of assigned responsibilities. Special Act or Service Awards, or Time-Off Awards may be used to recognize individuals or groups for meritorious personal efforts, acts, service or scientific achievements performed within or outside assigned job responsibilities.

**Section 3.** In accordance with applicable law and regulations, a QSI shall not change the effective date of the employee's normal within-grade pay increase; however, if a QSI places an employee in the fourth or seventh step of a grade, the waiting period for a regular within-grade increase is extended by fifty-two (52) weeks under the prescribed graduated waiting period schedule.

## **ARTICLE 33**

### **ARMY IDEAS FOR EXCELLENCE PROGRAM (SUGGESTION PROGRAM)**

**Section 1.** The PARTIES agree to support and encourage employees to participate in the suggestion program. When an employee encounters unreasonable or unwarranted delays in receiving a final determination of the adoption or rejection of a suggestion or cost-reduction idea, he should refer the matter to suggestion program officials.

**Section 2.** The PARTIES encourage employees to seek assistance on prospective suggestions through their supervisors to ensure that the suggestions are sufficiently described for evaluation.

**Section 3.** The EMPLOYER agrees to make suggestion forms accessible to employees.

**Section 4.** The EMPLOYER shall provide an employee with a written response on the status of his suggestion. The EMPLOYER

also agrees to provide an employee, whose suggestion is not adopted or awarded, a written response and reasons for the decision.

**Section 5.** The UNION shall bring to the attention of suggestion program officials any known instances of negative attitudes towards the program on the part of supervisors or managers, dissatisfaction with the program, or instances where employees are discouraged rather than encouraged to participate.

## **ARTICLE 34**

### **EMPLOYEE TRAINING AND DEVELOPMENT**

**Section 1.** The PARTIES agree that job related training and development of employees are mutually beneficial. The UNION may make recommendations to the EMPLOYER relative to the training of employees. EMPLOYER training shall be established under the provisions of the Government Employee's Training Act to increase efficiency and effectiveness of government operations.

**Section 2.** The EMPLOYER shall publicize pertinent training and career counseling opportunities which are available to employees for self-development.

**Section 3.** To assure efficiency of employees in the performance of their duties, selection of employees for training programs shall be fair and equitable, and in accordance with applicable laws and regulations. Upon request from the UNION, the EMPLOYER agrees to furnish the UNION data or informational brochures, booklets and notices of available employee training, which is normally maintained by the EMPLOYER in the regular course of its business, and updates as may be necessary.

**Section 4.** As determined by the EMPLOYER, with input from the employee, on-the-job and/or formal training shall be provided to assist the employee in meeting the requirements of his position.

**Section 5.** If an employee selected for training advises that he does not desire the training, the EMPLOYER may consider a qualified substitute unless such training is determined by the EMPLOYER to be necessary for the employee selected. In cases of hardship, the EMPLOYER should attempt to accommodate the hardship; however, the UNION recognizes that cases will arise where the employee shall be required to attend the training.

## **ARTICLE 35**

### **JOB DESCRIPTIONS AND CLASSIFICATIONS**

**Section 1.** Employees shall be furnished a copy of their job descriptions upon initial appointment and as changes are made. The EMPLOYER shall assure that all job descriptions are updated to reflect substantial changes in major duty assignments. The EMPLOYER shall explain to the employee all changes in the job description when there is a significant change in duties, responsibilities, or supervisory controls.

**Section 2.** Questions regarding the accuracy of job descriptions should be resolved between the employee and his supervisor. If not resolved, the employee may grieve in accordance with the negotiated grievance procedures. The employee's right to grieve the accuracy of his job description or appeal the classification shall be accomplished without fear of penalty or reprisal.

**Section 3.** An employee may file an oral classification complaint requesting a review of the pay category, title, series, or grade of his position. The oral classification complaint must be presented to the employee's immediate supervisor. Employees are

encouraged to file an oral classification complaint prior to filing a position classification appeal.

**Section 4.** An employee may file a position classification appeal requesting a change to his official pay category, title, series, or grade. General Schedule employees may file an appeal with the Department of the Army or directly to the Office of Personnel Management. A Federal Wage System employee must file a classification appeal with the Department of the Army. Upon receipt of a decision, the appeal, if necessary, may then be continued to the Office of Personnel Management.

**Section 5.** An employee may be represented by a person of his choice in presenting an oral classification complaint or a position classification appeal. However, the UNION is obligated to represent only UNION members in statutory appeals. An employee who requests an audit to resolve specific aspects of his official job description may have a representative present at the audit in accordance with governing regulations.

**Section 6.** The phrase "performs other duties as assigned," which is contained in each job description, shall ordinarily refer to duties related to the current job description.

## ARTICLE 36

*See Supplemental  
Agmt DTD*

## MERIT PROMOTION AND PLACEMENT 22 Feb 00

**Section 1.** All promotions and placement shall be in accordance with applicable regulations and this Article. The EMPLOYER agrees that selections for promotions shall be based on merit factors, established candidate priorities, and job qualifications; e.g. candidate skills, knowledges, experience, and abilities. The EMPLOYER agrees that qualification requirements shall be established per applicable regulations.

**Section 2.** The EMPLOYER agrees to furnish the UNION a copy of all current installation vacancy announcements and to post vacancy announcements on official bulletin boards. Announcements shall state the minimum qualifications and any special requirements, and shall not be tailored to fit any employee or applicant. Announcements shall remain open for a minimum of five (5) calendar days if limited to directorate level organizations and otherwise a minimum of ten (10) calendar days, and shall remain posted until after the closing date.

**Section 3.** Employees are responsible to ensure that their official personnel folders (OPF) contain all pertinent experience and/or education.

**Section 4.** All applicants who are determined eligible for promotion to vacancies under the EMPLOYER'S Promotion Program shall be assigned one of the following ratings: qualified, or qualified and referred. When more than ten (10) candidates meet the minimum qualification requirements, the group of qualified candidates shall be further screened in terms of skills, knowledges, abilities, and potential required for success in the job to be filled in accordance with the vacancy announcement. Sources of information about the degree of candidates possession of the required skills, knowledges and activities may include relevant experience, training, awards, education, appraisals, and development. Ratings criteria shall not be tailored to fit a certain employee or applicant.

**Section 5.** All applicants for merit promotion shall be required to file the same application forms and documentation for submission to the selecting official.

**Section 6.** Employees of the unit shall not be required to use leave for the purpose of participating in interviews held by

representatives of the EMPLOYER under the EMPLOYER'S Merit Promotion Program.

**Section 7.** All applicants for job vacancies within the unit shall be notified as to the disposition of their applications. The EMPLOYER agrees that selections for vacancies shall normally be made within fifteen (15) calendar days after receipt of the Selection Referral List. All applicants for job vacancies within the unit shall be notified as to whether they were unqualified, qualified, or qualified and referred, with reason(s) shown, normally within fourteen (14) calendar days after the selection. Candidates referred but not selected shall be furnished the name of the selected candidate, and upon request of the employee to the selecting official, shall be informed of the reason(s) for the selection made.

**Section 8.** An employee who is dissatisfied with the placement consideration received may have UNION representation. When an employee or his UNION representative requests, the EMPLOYER shall make available pertinent promotion records in accordance with applicable laws and regulations. When the employee remains dissatisfied, he retains the right to file a grievance in accordance with the grievance procedures of this Agreement. Filing time for any such grievance shall run from the date notification is received.

**Section 9.** A non-competitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties and responsibilities shall be made when it is determined that open competition is not warranted. All of the following circumstances must be met in order to exempt the promotion from competitive procedures:

a. There are no other employees in the unit supervised by the selecting official who are performing identical duties (at the same grade) to those performed by the employee prior to addition of the duties and responsibilities;

b. The employee continues to perform the same basic function(s) as were in the former position and the duties of the former position are administratively absorbed into the new position;

c. The addition of the duties and responsibilities does not result in an adverse impact on another encumbered position, such as abolishing the position or reducing the known promotion potential of another position; and

d. The Employee meets all qualification requirements for the position.

## **ARTICLE 37**

### **DETAILS AND TEMPORARY PROMOTIONS**

**Section 1.** A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail. Details of employees shall be kept within the shortest practicable time limits as set forth in this Agreement and applicable regulations.

**Section 2.** The EMPLOYER recognizes the basic principle that an employee should be assigned to the duties of the position or rating in which he is employed. However, when the EMPLOYER determines that details are necessary to fulfill the EMPLOYER's mission, they may be used.



**Section 3.** The EMPLOYER is responsible for selecting employees for details on an impartial basis; for informing employees of details, reasons, duties and estimated duration; and for establishing proper controls to ensure that details are recorded and terminated on time and that necessary extensions are requested sufficiently in advance for Office of Personnel Management approval.

**Section 4.** The EMPLOYER shall distribute noncompetitive details equitably among employees with consideration being given to such factors as the character of the work, availability and organizational location of employees, and knowledge of the particular type of work involved. The EMPLOYER shall determine the qualifications needed in accordance with applicable regulations.

**Section 5.** Employees should keep records of details. When the total of such details exceeds thirty (30) days in a twelve (12)-month period, the employee may prepare a record of such details and this record may be submitted for inclusion in the employee's Official Personnel File.

**Section 6.** Employees placed on details shall be provided beginning and projected ending dates, and for details to established positions the performance criteria for the job. Details in excess of thirty (30) calendar days shall be documented on the appropriate form, a copy of which shall be filed in the employee's Official Personnel Folder.

**Section 7.** Employees detailed to established positions of a higher grade shall be temporarily promoted to the higher grade (if otherwise eligible and qualified) effective the 1st day of the pay period following the 45th day of the assignment. Where a temporary promotion is to be effected for a period in excess of 120

days such promotion shall be made under competitive promotion procedures.

## **ARTICLE 38**

### **PERFORMANCE EVALUATION**

**Section 1.** Prior to making a performance appraisal part of the employee's record, a discussion of his performance with the responsible management official shall take place.

**Section 2.** The employee has a right to grieve his performance evaluation. In the event an employee grieves his performance evaluation, the employee has a right to UNION representation and/or assistance.

**Section 3.** All evaluations of performance shall be made in a fair and objective manner. An employee's signature on an evaluation indicates only that the evaluation has been received, and does not necessarily indicate an employee's agreement with the evaluation.

**Section 4.** The EMPLOYER shall counsel employees in relation to their overall performance on an as needed basis, but as a minimum at mid-term and in accordance with applicable regulations. When a narrative recordation results from such counseling, the affected employee shall be given a copy of the recordation and shall have the right to make written comments concerning any disagreement with the recordation. These written comments shall be attached to and become part of the recordation.

**Section 5.** Performance elements shall be identified and performance standards established for each individual employee's position and set of duties, and shall be used as a basis for evaluating the employee's performance. The EMPLOYER shall encourage employees to participate in identifying performance

elements and establishing performance standards. The EMPLOYER retains final authority in the establishment of critical elements and performance standards, which are not grievable. The application of the elements and standards is grievable.

**Section 6.** The EMPLOYER agrees that a copy of the performance standards shall be given to and discussed with each affected employee, normally within thirty (30) calendar days of the beginning of the rating period.

**Section 7.** Employee ratings shall be given within forty-five (45) calendar days after the completion of the annual rating period.

## **ARTICLE 39**

### **DISCIPLINARY/ADVERSE ACTIONS**

**Section 1.** The PARTIES agree that primary emphasis shall be placed on preventing situations requiring disciplinary and/or adverse actions, through effective employee-management relations. All disciplinary and/or adverse actions shall be processed in accordance with applicable regulations and this Agreement. Disciplinary and/or adverse actions shall be initiated in a timely manner.

**Section 2.** For the purpose of this Article, the term “disciplinary action” is defined as a suspension of an employee for fourteen (14) calendar days or less, or a letter of reprimand. Disciplinary actions are grievable solely through the negotiated grievance procedure, filed with the Deciding Official. The EMPLOYER shall inform the employee in the decision letter of grievance rights.

**Section 3.** For the purpose of this Article, the term “adverse action” is defined as a removal, a suspension for over fourteen (14) calendar days, a reduction in grade, a reduction in pay or a

furlough of thirty (30) calendar days or less. Note: A "furlough" is defined as a temporary nonpay status and absences from duty required by the EMPLOYER because of lack of work or for other nondisciplinary reasons. The EMPLOYER shall inform the employee in the decision letter of appeal rights.

**Section 4.** Both PARTIES agree that the EMPLOYER has the right and obligation to administer disciplinary and/or adverse actions for such cause as shall promote the efficiency of the service. Disciplinary actions must be supported by a preponderance of the evidence.

**Section 5.** An employee against whom a disciplinary action is proposed is entitled to:

a. An advance written notice stating the specific reasons for the proposed action;

b. A reasonable time, not less than ten (10) calendar days, to answer orally and/or in writing and to furnish affidavits or other evidence in support of his reply.

c. A representative of his choosing; and

d. A written decision and specific reasons therefore at the earliest practicable date.

**Section 6.** An employee against whom an adverse action is proposed is entitled to:

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

b. Not less than fourteen (14) calendar days to answer orally and/or in writing and to furnish affidavits and other evidence in support of the answer;

c. A written decision and the specific reasons therefore at the earliest practicable date.

d. A representative of his choosing; and

e. Notice of appeal rights to the Merit Systems Protection Board.

## **ARTICLE 40**

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

**Section 1.** The PARTIES agree to cooperate in supporting equal employment opportunity and to promote affirmative action under governing laws and regulations.

**Section 2.** Any employee who feels he has been discriminated against has the right to discuss his complaint with an Equal Employment Opportunity Counselor, file a formal complaint, and choose a personal representative in accordance with applicable regulations. The employee must contact a counselor within forty-five (45) days of the incident.

**Section 3.** When a vacancy occurs among Equal Employment Opportunity Counselors, the UNION may submit the names of unit employees to the EMPLOYER for consideration for the vacancy.

**Section 4.** The PARTIES shall assist the Installation Equal Employment Opportunity Office in affirmative actions designed to meet Installation objectives. Where problems concerning discrimination arise within the unit, the UNION shall assist in their resolution.

**Section 5.** The UNION shall be afforded the opportunity to have one (1) UNION representative on the Installation Equal Employment Opportunity Council.

## ARTICLE 41

### REDUCTION-IN-FORCE

**Section 1.** A Reduction-In-Force (RIF) occurs when it becomes necessary to release an employee from his competitive level by furlough for more than thirty (30) calendar days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, reorganization, contracting out, the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action shall take effect after an agency has formally announced a reduction in force in the employee's competitive area and when the reduction in force shall take effect within 180 days.

**Section 2.** All RIFs shall be carried out in accordance with applicable regulations and this Agreement. The PARTIES agree that these RIF procedures satisfy the EMPLOYER's obligation to negotiate impact and implementation arrangements for RIFs during the duration of this Agreement. The EMPLOYER agrees, however, that any EMPLOYER proposal to change competitive areas for bargaining unit employees shall be negotiable.

**Section 3.** The EMPLOYER shall notify the UNION when a RIF is pending. The notification shall be in the form of a written notice, which shall contain the following information:

- a. A RIF is pending and may be necessary;
- b. The reason(s) for the RIF;
- c. The approximate number of positions or employees affected;
- d. The proposed effective date; and

e. The EMPLOYER shall notify the UNION of the positions and employees impacted when that information is available.

**Section 4.** The UNION agrees that all information provided shall be kept confidential and not released to employees except to UNION representatives or Government officials until all affected employees are informed by the EMPLOYER.

**Section 5.** The following procedures and arrangements shall apply to all RIFs:

a. **Competitive Area:** A competitive area is the organizational or geographical boundary for reduction in force (RIF) competition. Employees can displace other employees only within their competitive area. Competitive areas that may be of interest to bargaining unit members are:

**CODE            ACTIVITIES**

AA            Transportation Center and School  
Aviation Logistics School  
School of Music

and employees of the following organizations with a Fort Eustis or Fort Story duty assignment:

TMA-E (NON-PROF)  
(MGT. ASST./CLERICAL);  
USALC, CASCOM, RAM, Engr. Div.;  
IMMC, Mtc. Div., EIR Section

12            TCA  
MD            MEDDAC/DENTAC  
DE            DFAS  
06            Commissary-Fort Eustis

b. **RIF Notices:** Employees affected by RIF shall receive a written notice a minimum of sixty (60) calendar days prior to the effective date. The written notice shall contain all information as required by applicable regulations.

c. **Access to Retention Registers:** Upon request, an affected employee and/or his representative, designated in writing, shall be given the opportunity to review the retention register(s) and other documents pertaining to the RIF, and to discuss RIF procedures with an appropriate staff member of the EMPLOYER. Copies shall be provided in accordance with 5 U.S.C. 7114(b)(4) upon request of the UNION.

d. **Counseling and Placement Assistance:** Affected employees shall be offered counseling concerning retirement eligibility and benefits, the Department of Defense Priority Placement Program and other available placement and reemployment programs; e.g., OPM Displaced Employee Program.

e. **Performance Appraisals:** Additional service credit for performance shall be as specified by applicable regulations. The performance appraisal cut-off date is thirty (30) calendar days prior to the issuance of employee RIF notices. Performance appraisals that were due on or before the cut-off date, but were not officially approved and put on record until after the cut-off date shall not affect the determination of the employee's retention standing. The last three (3) ratings of record during the four-year period prior to the cut-off date shall be used in determining additional service credit.

f. **Vacant Positions:** Consideration shall be given to placing employees who are affected by RIF into vacant positions. The EMPLOYER may waive qualification requirements for placement in vacant positions as provided for in applicable regulations. The



**EMPLOYER** shall consider filling vacant trainee and developmental positions under recruitment at the target level through RIF regulations.

**g. Relocation Costs:** The **EMPLOYER** shall pay relocation costs as authorized by the Joint Travel Regulations.

**h. Individual Employee Counseling-Jobs/Placement Assistance:** The **EMPLOYER** shall provide individual counseling when requested by the employee and advice in preparing applications for jobs that are available to the affected employee as well as placement assistance.

**i. Placement and Reemployment Programs:** Employees who are downgraded or separated from the Federal service shall be submitted for placement on the Priority Placement Program (PPP) registers. A career employee shall remain on the Reemployment Priority List (RPL) for two (2) years and a career-conditional employee for one (1) year if not deleted for one of the reasons specified in applicable regulations. RPL employees shall continue priority consideration without being limited to one (1) pay system and the right to avoid competitive procedures for selection to grades no higher than previously held on a permanent basis.

**j. Retraining:** Employees who receive RIF letters (resulting in downgrades) shall receive retraining (upon employee request), if their jobs are eliminated and they possess the ability to benefit from retraining and as long as this provision preserves **MANAGEMENT'S** discretion to determine the extent and type of training, the number of employees to be trained given available funding and training authority, and the methods and means by which training would be accomplished.

**k. Interviews:** Those employees who are called for an interview as a result of their names being placed on the PPP list

and other Federal placement and reemployment programs; e.g., OPM Displaced Employee Program, and IAW Title 5 U.S.C., shall be paid travel and per diem to and from the site of interview.

l. **Excused Absence:** For those employees being separated as a result of RIF, a reasonable amount of administrative leave shall be approved (upon request), to attend to the function of finding other employment.

m. **Lump Sum Settlement:** The EMPLOYER shall request, from the Office of Personnel Management, that a lump sum settlement from the employee retirement account be given to those employees who are affected by the RIF and who accept the option to retire if the employee requests such withdrawal.

n. **Five (5) Years Credit:** If and when authorized by STATUTE, the EMPLOYER shall request, from the Office of Personnel Management, that affected employees be given five (5) years of active service time or age, without penalty, or a mixture of both for retirement.

**Section 6.** Adverse actions are appealable to the Merit Systems Protection Board. Other matters are subject to the Negotiated Grievance Procedure.

**Section 7.** It is agreed that this Article shall not apply to any RIF announced prior to the effective date of this agreement.

## **ARTICLE 42**

### **HOURS OF WORK AND BASIC WORKWEEK**

**Section 1.** The Administrative workweek of employees in the unit is the calendar week, 0001 hours Sunday through 2400 hours Saturday.

**Section 2.** The basic workweek normally shall consist of five (5) consecutive eight (8) hour workdays, Monday through Friday inclusive. Daily work hours in excess of eight (8) hours are covered in ARTICLE 43, OVERTIME.

**Section 3.** Employees shall be granted, on a nonpaid basis, a lunch period of at least one-half (1/2) hour each workday and scheduled based on the hours of operation of the activity, as determined by the EMPLOYER. When a normal lunch period is not feasible in a shift, a twenty (20) minute working lunch period shall be permitted and considered as time worked. The EMPLOYER agrees that when an employee is required to work during the normal lunch period, he shall be granted a lunch period the same workday equal in length to the normally designated lunch period.

**Section 4.** The EMPLOYER agrees to grant each employee one (1) fifteen (15) minute rest period with access to latrines during each four (4) hours of continuous work, except in cases of operating emergencies, at the time and location determined by the EMPLOYER. Employees shall be permitted to obtain and consume refreshments during rest periods provided they can do so and be prepared to resume work within the allotted fifteen (15) minute period. The PARTIES mutually recognize that such rest periods are not appropriate where other arrangements may exist. Rest periods, where appropriate, shall not be given during the first hour or last hour of the workday, nor within one (1) hour before or after the designated lunch period.

**Section 5.** The EMPLOYER shall notify the UNION and the employee(s) as far in advance as reasonably feasible of contemplated changes in shifts and duty hours.

**Section 6.** When staffing irregular shifts or tours of duty not established as a condition of employment upon an employee's

initial hire, the EMPLOYER shall request volunteers. Assignments shall be made by the EMPLOYER's determination of skills required. When volunteers are insufficient to meet the EMPLOYER's requirements, the EMPLOYER shall make a reasonable effort to equitably rotate shifts among qualified unit employees. Irregular shifts shall not normally exceed thirty (30) calendar days except when dictated by mission requirements, skill shortages, or when approved by the EMPLOYER for volunteers for longer periods of time.

**Section 7. Alternative Work Schedules (Flexible and Compressed Schedules)** shall be established and/or modified in accordance with Article 3, Section 4, of the Agreement.

## **ARTICLE 43**

### **OVERTIME**

**Section 1.** Overtime work assignments shall be distributed fairly and equitably on a quarterly basis where appropriate, otherwise over a one (1) year period of time, on a rotational basis among all qualified employees, consistent with workload requirements. Preference shall be given to those employees who are currently assigned to the job. If no currently assigned employees are available, consideration shall be given to those other employees best qualified to do the job. Imbalances in the equitable distribution of overtime may result from such causes as continuance on a job assignment, inability to reach an off-duty employee to bring him in to work, and the relative qualifications of employees to perform the work. Employees are encouraged to provide a current, working telephone number where they may be reached during non-duty hours by their supervisor.

**Section 2.** Authorized use of annual leave and/or sick leave shall not preclude an employee from working overtime; however, when overtime work is scheduled, those employees who are present at their duty station at the time it is scheduled may receive preference for overtime work.

**Section 3.** Promptly after overtime requirements have been established, the EMPLOYER shall notify the affected employees individually of the requirement to work overtime. In cases of unscheduled or emergency overtime, it is recognized that little advance notice shall be possible because of unforeseen mission requirements. An employee should be excused from overtime assignments for personal reasons if there is another qualified employee willing to serve in his/her place. This section shall not be administered in an arbitrary or capricious manner. The hours of overtime declined shall be considered as overtime hours worked for the purpose of determining the equity of overtime distribution.

**Section 4.** When it is necessary for employees to return to work outside of their scheduled work hours to perform unscheduled overtime work, they shall be paid a minimum of two (2) hours overtime.

**Section 5.** When employees are required to work more than four (4) hours beyond the end of the regular shift, an opportunity to obtain food and a scheduled break period to consume it at the work site shall be provided.

**Section 6.** General Schedule employees who are nonexempt under the Fair Labor Standards Act (FLSA) can elect to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime worked. If Wage Grade employees work overtime, they must be paid overtime except when they elect to earn compensatory time for the purpose of taking time off without charge to leave when personal religious beliefs require them to

abstain from work during certain periods of the workday or workweek.

**Section 7.** When employees are loaned to a particular work area for the purpose of supplementing the work force of the work area on a continuing basis, the employees loaned shall be given equitable consideration for overtime.

**Section 8.** The EMPLOYER shall maintain records of all overtime worked. Upon request, the UNION may review overtime records to the extent necessary to investigate alleged inequities in distribution of overtime.

**Section 9.** Employees, not on TDY status, who are required to work overtime without prior notice in emergency cases, shall be allowed one completed three (3) minute phone call to their home of record without cost to the employee.

## **ARTICLE 44**

### **HOLIDAYS**

**Section 1.** Eligible employees are entitled to the following legal holidays as authorized by Federal law:

- a. First day of January.
- b. Third Monday of January.
- c. Third Monday of February.
- d. Last Monday of May.
- e. Fourth day of July.
- f. First Monday of September.
- g. Second Monday of October.

h. Eleventh day of November.

i. Fourth Thursday of November.

j. Twenty-fifth day of December.

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

**Section 2.** For holidays that fall on non-work days, the day to be treated as the holiday shall be determined per governing regulations.

**Section 3.** Federal holidays shall be observed as non-work days except for those employees designated by the EMPLOYER as essential to carry out critical operations.

**Section 4.** Employees assigned to regularly scheduled night work are entitled to night differential pay in accordance with applicable regulations on all days designated as holidays on which they are not required to work.

## **ARTICLE 45**

### **EXCUSED ABSENCES**

**Section 1.** The EMPLOYER acknowledges that Agency policy and applicable regulations recognize certain situations, workload permitting, when employees should be granted excused absences. The more common situations are described below:

a. To vote or register to vote on a civic matter of local, state or national nature. Employees normally scheduled to work on an election day and who are registered to vote in such election should be granted excused absence to vote provided the following conditions are met:

(1) The employee requests the excused absence in advance of the election day.

(2) The polls are not open at least three (3) hours before or after the employee's regular hours of work.

(3) The excused time requested represents the minimum time off the job necessary to permit the employee to vote.

b. Upon request in advance, an employee should be authorized up to four (4) hours of excused absence, including the time required to go to and from the blood collection site and recuperation time, to make blood donations for which the employee is not paid. Additional time may be authorized when necessary for unusually extended recuperation or travel.

c. When called to emergency duty in the Military Reserves, Civil Defense, or Civil Air Patrol.

d. An employee who is a member of an established community volunteer emergency service and who is engaged in performing for that service, fire protection, rescue or police duties, may submit a request for excused absence in accordance with the appropriate regulation to perform such duties.

e. For other purposes as authorized in applicable regulations.

**Section 2.** The EMPLOYER may exercise its authority to shut down all or part of the installation or a specific activity or to curtail or reduce the days or hours of operations. The decision to take such actions may be due to the impact of unforeseen military operations or changes in mission essential requirements, budget driven exigencies, utility outages, adverse weather conditions, or other unforeseen emergencies or events beyond the control of the EMPLOYER. During temporary or brief periods of shutdown or curtailment, non-essential, regularly scheduled employees who are



at work or scheduled to report to work, may be excused from duty for all or part of the period. Any such excusal shall be without charge to leave or loss of pay.

**Section 3.** It is recognized that special days or events occur at Fort Eustis. Employees shall not be required to attend such an event in other than an official capacity. Employees may request to attend such an event, and workload permitting, permission to do so should be granted. It is recognized that coverage of mission requirements may preclude granting permission to attend such a special day or event.

## **ARTICLE 46**

### **ANNUAL LEAVE**

**Section 1.** Employees shall accrue annual leave in accordance with applicable laws and regulation. Annual leave shall be scheduled fairly and equitably. Annual leave is a right of an employee; however, the use of annual leave is subject to prior EMPLOYER approval.

**Section 2. Scheduled Annual Leave.** Annual leave shall be granted to employees for the purpose of rest, relaxation, recreation, death of a family member, etc., consistent with workload requirements. In deciding to grant leave, priority shall be given to early requests and to requests where a hardship to the employee would result if a prompt decision is not made. A decision shall be given as soon as possible after the receipt of the request for leave. Normally, approval or disapproval of a request for scheduled annual leave in excess of one week, shall be given the employee as soon as practical, but within seven (7) calendar days after receipt of the request for scheduled annual leave unless an earlier decision is requested by the employee.

**Section 3. Emergency Annual Leave.** An employee unable to report for duty because of a personal emergency must request emergency annual leave by notifying the supervisor or his representative designated in writing, either personally or by telephone at the telephone number provided by the supervisor, except where circumstances beyond the control of the employee do not permit, as follows:

a. Employees whose responsibilities include relieving an employee on a shift: prior to or during the first fifteen (15) minutes of their tour of duty.

b. Other employees: prior to or during the first hour of their tour of duty.

**Section 4.** It is agreed that employees should schedule use or lose annual leave so that employees do not forfeit annual leave due to excess workload. Use or lose annual leave shall be restored in accordance with FPM regulations.

**Section 5.** It is agreed that no employee should be called back from leave unless no other qualified employee of the same classification and grade within the immediate organizational element is reasonably available to perform the required duties.

**Section 6.** Decisions to cancel previously approved leave shall take into consideration work exigencies and nonreimbursable expenses actually incurred by the employee subsequent to the time the leave was approved.

## **ARTICLE 47**

### **SICK LEAVE**

**Section 1.** The PARTIES mutually recognize the benefits of a sick leave conservation program. The EMPLOYER shall

periodically inform employees of the benefits associated with sick leave conservation.

**Section 2.** When properly requested, accrued sick leave shall be granted to eligible employees when they are incapacitated for the performance of their duties for reasons of illness, injury, and pregnancy. The supervisor may request the general nature of the incapacity and its expected duration.

**Section 3.** Notification of incapacity for duty shall be made by notifying the supervisor or his representative designated in writing, either personally or by telephone at the telephone number provided by the supervisor, except where circumstances beyond the control of the employee do not permit, as follows:

a. Employees whose responsibilities include relieving an employee on a prior shift: prior to or during the first fifteen (15) minutes of their tour of duty.

b. Other employees: prior to or during the first hour of their tour of duty.

**Section 4.** Unless other arrangements are made between the employee and his supervisor, the employee is responsible to contact his supervisor or his supervisor's designee each workday after the date of the original request/notification and provide an update on his condition and an estimate as to when he may be able to return to work.

(a) When an absence is due to a serious illness or injury which shall extend from one workweek to another, the employee shall notify his supervisor or his designee on the first workday of each weekly period until his return to duty if the supervisor has not been informed of the length of absence beforehand.

(b) For extended sick leave absences over ten (10) consecutive working days, the employee shall furnish name of attending physician, progress of treatment, and expected duration of absence.

**Section 5.** Except in cases of emergency or circumstances beyond the control of the employee, leave for medical, dental, and/or optical appointments shall be scheduled at least two (2) workdays in advance of the appointment. The date and time of the appointment shall be provided at the time of the request for leave. Employees shall make an effort to schedule medical, dental, and optical appointments during non-duty hours. The UNION agrees to assist the EMPLOYER in encouraging employees, when possible, to schedule appointments during non-duty hours.

**Section 6.**

a. For sick leave absences of three (3) workdays or less, a medical certificate is not normally required except where the employee is suspected of abusing sick leave.

b. For periods of sick leave in excess of three (3) consecutive workdays, the employee should furnish a medical certificate to the EMPLOYER no later than seven (7) calendar days after the employee returns to duty. Signed statements by employees explaining the nature of their illness may be accepted when it is unreasonable to require a medical certificate or because the illness did not require the services of a physician.

c. When in individual cases, the EMPLOYER has reason to believe an employee is abusing sick leave, the EMPLOYER may determine whether counseling or other action is appropriate. The employee shall be advised in writing if he shall be required to submit a medical certificate for each subsequent absence for illness. The EMPLOYER shall review the employee's sick leave

record no later than three (3) months from the date of issuance of the written requirement for medical certification. When such review reveals a substantial improvement in attendance and usage of sick leave during the review period, the employee shall be notified in writing that a medical certificate shall no longer be required for each absence. If there has been no satisfactory improvement, the employee shall be advised that continuation of medical certification is required or other appropriate action.

**Section 7.** Upon written request, including the presentation of a supporting medical certificate, sick leave should be advanced to employees, not to exceed thirty (30) workdays, for cases of serious illness or disability subject to the following provisions:

- a. Sick leave to the employee's credit must be exhausted;
- b. Excess annual leave to the employee's credit must be exhausted;
- c. The employee must provide written assurance that he shall be able to return to work and continue working long enough to repay the advance sick leave;
- d. The written request must be submitted to the employee's supervisor, along with required medical certificate which includes:
  - (1) The nature of the incapacity/illness;
  - (2) Expected duration; and
  - (3) Limitations if any, likely upon return to duty which may impact upon the employee's performance.
- e. The employee's previous record of sick leave usage warrants an advance.

**Section 8.** No employee's annual leave shall be forfeited because advance sick leave has been granted, provided that the annual

leave had been scheduled in advance and the employee's illness was of such duration as to preclude the employee from taking sufficient annual leave prior to the end of the leave year.

**Section 9.** Normally the EMPLOYER shall grant sick leave to an employee when the employee is required to give care and attendance to a member of his immediate family who has a contagious disease as described by health authorities having jurisdiction in accordance with applicable regulations.

## **ARTICLE 48**

### **LEAVE WITHOUT PAY**

**Section 1.** Leave without pay (LWOP) from duty is a temporary nonpay status and absence in accordance with governing laws and regulations. Normally, annual leave should be exhausted prior to LWOP being granted.

**Section 2.** Employees on approved LWOP shall continue to accrue all rights and privileges, including reduction-in-force rights, retirement benefits, and coverage under Group Life Insurance and Federal Employee Health Benefits Program except as limited by governing laws and regulations.

**Section 3.** Periods of leave without pay may be extended to employees who desire to develop and increase their knowledge and education and their job comprehension, proficiency and ability through enrollment in courses of instruction, either civilian or military.

## **ARTICLE 49**

### **COURT LEAVE**

**Section 1.** Court leave shall be granted in accordance with governing regulations, to an employee who is subpoenaed to act as a witness before a court in a case involving the United States Government, a state or local Government, or who is summoned to perform jury duty in any court of law. The court or judicial proceedings may be located in the District of Columbia, a state, territory, or possessions of the United States including the Commonwealth of Puerto Rico, the Canal Zone or the trust territory of the Pacific Islands. When an employee is called as a witness, or juror, he shall immediately notify his supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the time he served as a witness or juror.

**Section 2.** When an employee is excused as a juror or witness for any day or substantial portion of a day, and the place where the jury or witness duty is being performed is within reasonable proximity to the EMPLOYER's premises, the employee shall be required to return to duty or be charged annual leave or leave without pay for the period of his working day not spent as a juror or witness; a reasonable time for travel back to the EMPLOYER's premises shall be permitted without charge to leave.

## **ARTICLE 50**

### **FAMILY AND MEDICAL LEAVE**

Family and Medical Leave shall be authorized in accordance with the Family and Medical Leave Act of 1993, and applicable regulations.

## Appendix A

# REQUEST TO LEAVE ASSIGNED WORK AREA TO PERFORM REPRESENTATIONAL DUTIES

This requests official time to conduct representational duties pursuant to  
the Negotiated Agreement for UNION: \_\_\_\_\_ LOCAL: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TIME

\_\_\_\_\_  
SIGNATURE OF UNION REP

Representative Status: NAF \_\_\_\_\_ /Appropriated \_\_\_\_\_

### PURPOSE OF REQUEST (*check one*)

Grievance Investigation \_\_\_\_\_ FLRA Proceeding \_\_\_\_\_

Grievance Processing \_\_\_\_\_ FSIP Proceeding \_\_\_\_\_

Labor Management Meetings \_\_\_\_\_ Other (*Specify*) \_\_\_\_\_

Negotiations \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
(Explanation/Alternate Time)

\_\_\_\_\_  
SIGNATURE OF SUPERVISOR

Time Out \_\_\_\_\_ Time In \_\_\_\_\_ Time Used \_\_\_\_\_



**Appendix B**  
**GRIEVANCE FORM**

Name of Grievant \_\_\_\_\_ Organizational/Work Unit \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_ Office Phone \_\_\_\_\_

\_\_\_\_\_

Grievance \_\_\_\_\_

\_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_

Provision of Contract/Regulation Alleged Violated \_\_\_\_\_

\_\_\_\_\_

Name of Immediate Supervisor \_\_\_\_\_ Office  
Phone \_\_\_\_\_

Date Grievance Informally Presented \_\_\_\_\_

Signature of Grievant/Representative \_\_\_\_\_

**SAMPLE**

**TO BE COMPLETED BY STEP 2 SUPERVISOR**

Name of Step 2 Supervisor \_\_\_\_\_ Date Received \_\_\_\_\_

Reply \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

I wish to advance this grievance to step 3 of the Grievance Procedure

\_\_\_\_\_  
SIGNATURE

(Grievant or Representative)

for the following reasons:

**(TO BE COMPLETED BY STEP 3 OFFICIAL)**

**DATE RECEIVED BY PCPSA \_\_\_\_\_**

Reply \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## Appendix C

### AUTHORIZATION FOR REPRESENTATIVE

I hereby designate as \_\_\_\_\_ my representative to investigate, prepare and submit on my behalf any necessary documentation to any appropriate authorities.

This authorization is limited to the following matter:

---

---

---

I understand that either I or my representative may withdraw my grievance or other action at any time if desired.

DATE : \_\_\_\_\_

**SAMPLE**  
EMPLOYEE  
SIGNATURE \_\_\_\_\_

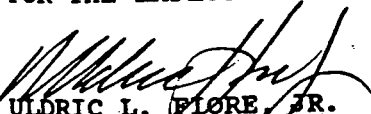
### DESIGNATION OF REPRESENTATIVE

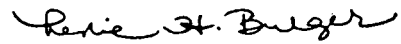
\_\_\_\_\_ hereby designates \_\_\_\_\_ as its official representative for this matter until or unless a subsequent designation is made.


DATE : \_\_\_\_\_ UNION PRESIDENT OR  
DESIGNEE SIGNATURE \_\_\_\_\_


IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS EMPLOYER-  
UNION AGREEMENT ON 20 December 1993

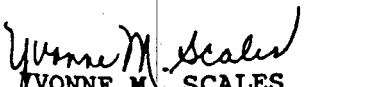
FOR THE EMPLOYER


  
ULDRIC L. FIORE, JR.  
LTC, SJA  
CHIEF NEGOTIATOR

  
LESLIE H. BULGER  
INSTR SYS SPECL (USAALS)  
TEAM MEMBER

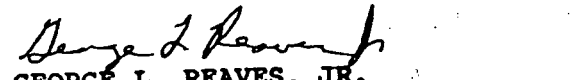
  
RICHARD J. REYNAL  
DEPUTY DIRECTOR, DEH  
TEAM MEMBER


  
BONNIE C. SAN JUAN  
MAJOR, MEDDAC  
TEAM MEMBER

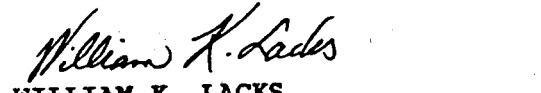
  
YVONNE M. SCALES  
CHIEF, PMSO-FE  
ALTERNATE TEAM MEMBER


  
KENNETH R. VAN MULLEKOM  
LABOR RELATIONS OFFICER, PCPSA  
TEAM MEMBER

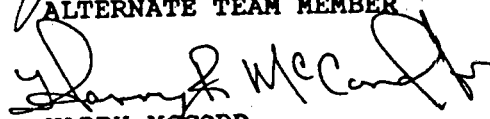
FOR THE UNION

  
GEORGE L. REAVES, JR.  
N.A.G.E., NATIONAL REPRESENTATIVE  
CHIEF NEGOTIATOR

  
GEORGE R. BROWN  
CHIEF STEWARD, LOCAL R4-6  
TEAM MEMBER

  
WILLIAM K. LACKS  
VICE-PRESIDENT (WG), LOCAL R4-6  
TEAM MEMBER

  
JOHN MCDANIEL  
V.P. (GS), LOCAL R4-6  
ALTERNATE TEAM MEMBER

  
HARRY MCCORD  
V.P. (TCA), LOCAL R4-6  
TEAM MEMBER

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS EMPLOYER-  
UNION AGREEMENT ON 20 DECEMBER 1993

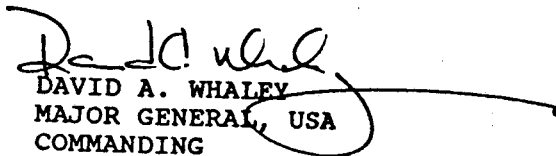
FOR THE EMPLOYER


FOR THE UNION

APPROVED FOR:

US ARMY TRANSPORTATION CENTER (USATCFE)

NATIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES

  
DAVID A. WHALEY  
MAJOR GENERAL, USA  
COMMANDING

  
JOE FULGHUM  
PRESIDENT  
N.A.G.E., LOCAL R4-6

US MEDICAL DEPARTMENT ACTIVITY (MEDDAC), FORT EUSTIS

  
JOHN W. KOLMER  
COL, USA  
COMMANDING

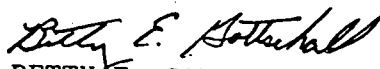
US ARMY DENTAL ACTIVITY (DENTAC), FORT EUSTIS

  
TERRY H. HAKE  
COL, USA  
COMMANDING

US ARMY AVIATION LOGISTICS SCHOOL (USAALS), FORT EUSTIS

  
THOMAS E. JOHNSON  
COL, USA  
COMMANDING

US ARMY TRAINING AND DOCTRINE COMMAND/CONTRACTING ACTIVITY (TCA),  
FORT EUSTIS

  
BETTY E. GOTTSCHALL  
ACTING DIRECTOR

## **MEMORANDUM OF UNDERSTANDING (MOU)**

### **SMOKING/USE OF TOBACCO PRODUCTS**

This Memorandum of Understanding (MOU) is hereby entered into between the National Association of Government Employees (NAGE), Local R4-6, Fort Eustis, Virginia, hereinafter referred to as the UNION, and the U.S Army Transportation Center (USATCFE); U.S. Army Medical Department Activities (MEDDAC), Fort Eustis, Virginia; U.S. Army Dental Activity (DENTAC), Fort Eustis, Virginia; U.S. Army Aviation Logistics School (USAALS), Fort Eustis, Virginia, U.S. Army Training and Doctrine Command/Contracting Activity (TCA), Fort Eustis, Virginia; Aviation Applied Technology Directorate (AATD), Fort Eustis; and the Nonappropriated Fund Activities (NAF), Forts Eustis and Story, hereinafter referred to as the EMPLOYER, and hereinafter collectively referred to as the PARTIES.

The PARTIES hereby agree that the Fort Eustis/Fort Story DOD/DA-occupied workplaces are in compliance with the DOD/DA guidance which states that there will be no smoking or use of tobacco products in DA-occupied workplaces.

It is also agreed that it is mutually beneficial to implement the Department of Army and supplementing HQ TRADOC policy on smoking cessation, to ensure that people are protected from the effects of second-hand smoke, and that personnel who desire to smoke are not unnecessarily inconvenienced.

Nonsmoking areas shall be designated and posted in all eating facilities in DOD-occupied buildings. Smoking areas shall be permitted only if adequate space is available for nonsmoking patrons and ventilation is adequate to provide them a healthy environment.

Smoking or other use of tobacco products is prohibited:

Within auditoriums, conference rooms, classrooms and other indoor training facilities, office areas and other indoor work areas, restrooms, gymnasiums, fitness centers, and elevators.

In all military vehicles and aircraft.

By health care providers in the presence of patients, except in smoking areas designated in accordance with this MOU.

In all child development centers and youth activity facilities, except that staff may smoke out of the presence or view of children in smoking areas designated in accordance with this MOU.

Where it presents a safety hazard; e.g., firing ranges, ammunition storage areas, fuel dumps, motor pools, and equipment maintenance shops.

The Employer may prohibit smoking in any building or within close proximity to its entrances/exits, where an outside shelter providing overhead protection from the elements is reasonably available to smoking employees. A shelter is reasonably available if an employee can walk to it, consume a cigarette, and walk back to his duty location within normal rest periods.

The PARTIES agree that to best of their knowledge, smoking or the use of tobacco products does not take place in any DA occupied workplaces at this time. However, if the Employer should discover that the DOD or DA Guidance is being ignored, it will notify the UNION prior to taking action.

The PARTIES acknowledge that smoking or the use of tobacco products will be authorized only in the following areas:


Fort Eustis and Fort Story Bowling Centers  
Fort Eustis Golf Course  
Fort Eustis and Fort Story Clubs  
Fort Eustis Outdoor Recreation Center  
Fort Eustis MWR Leisure Center

FOR THE EMPLOYER

  
KENNETH R. VAN MULLEKOM  
LABOR RELATIONS OFFICER

Date: SEP. 21 1995

FOR THE UNION

  
JOE FULGHUM, PRESIDENT  
NAGE, LOCAL R-6

SEP. 21 1995

## MERIT PROMOTION AND PLACEMENT PLAN

### SUPPLEMENTAL AGREEMENT

Between

U. S. Army Transportation Center, Fort Story and American Federation of Government Employees (AFGE), Local 22 and between HQ U.S. Army Transportation Center, Fort Eustis and International Association of Firefighters (IAFF), Local F-173 and between U.S. Army Training Support Center, Fort Eustis, VA, the Military Traffic Management Command Transportation Engineering Agency and American Federation of Government Employees (AFGE), Local 1643, Fort Eustis, VA and between U. S. Army Transportation Center, Fort Eustis, U. S. Army Medical Activities (MEDDAC), Fort Eustis, U. S. Army Dental Activity (DENTAC), U. S. Army Aviation Logistics School (USAALS), Fort Eustis, U.S. Army Training and Doctrine Command/Contracting Activity, Fort Eustis, Eastern Inspection Region Branch (EIRB) and the National Association of Government Employees (NAGE), Local R4-6 and between Military Traffic Management Command Deployment Support Command, Fort Eustis and American Federation of Government Employees (AFGE), Local 2855.

The parties agree that the Southeast Region Merit Promotion & Placement Plan is hereby modified to replace the Southeast Expedited Recruitment Procedure (SEERP) with RESUMIX. The following conditions will replace the Southeast Region Merit Promotion and Placement Plan Supplemental Agreement dated 15 April 1997 (which replaced the Merit Promotion and Placement Article in each of the four (4) existing contracts) and will become the Merit Promotion and Placement Agreement for units without an existing contract.

Section 1. All merit promotion and placement actions shall be IAW the applicable Merit Promotion and Placement Plan, applicable regulations and this Article. The **EMPLOYER** agrees that selections for promotion shall be based on merit factors, established candidate priorities, job qualifications, e.g. candidate skills, knowledge, experience, and abilities; and IAW selection criteria established under equal employment opportunity guidelines. The **EMPLOYER** agrees that job qualification requirements shall be established and/or changed per applicable regulations, Agency guidelines and the needs of the organization.

Section 2. The **EMPLOYER** agrees that announcements shall remain open for a minimum of three (3) work days if limited to directorate level organizations and otherwise a minimum of five (5) work days. Employees will use the RESUMIX process when applying for positions announced under merit promotion procedures. All applicants must pre-position a resume in the Southeast Region's database to receive consideration for positions announced under Merit Promotion Procedures. Employees desiring consideration for a specific vacancy announced for their area of consideration will self-nominate (apply) for consideration via e-mail or by mailing a hardcopy of the self-nomination form to the Southeast Civilian Personnel Operations Center (SECPOC)



to be received by the closing date of the announcement. Employees who are unable to submit a self-nomination form for a vacancy may have another person submit the self-nomination form for them. Selectees must provide additional information required for verification of qualification/eligibility within 1 work day after a tentative job offer is made. Exceptions to the 1 work day requirement for providing additional information will be granted on a case by case basis where the requirement would place an undue hardship on the employee (e.g. the employee is hospitalized; the required documents were recently destroyed by fire; or would include unusual documentation not normally possessed by or immediately accessible to the employee.).

Section 3. All applicants submitting a resume will be notified by the SECPOC when their resume has been scanned successfully and is in the RESUMIX database for job vacancies within the unit. Employees must submit a self-nomination to receive consideration for vacancies after notification that their resume is in the RESUMIX data base. Employees will be notified of selectee and selecting official for each vacancy announcement via CPAC web site.

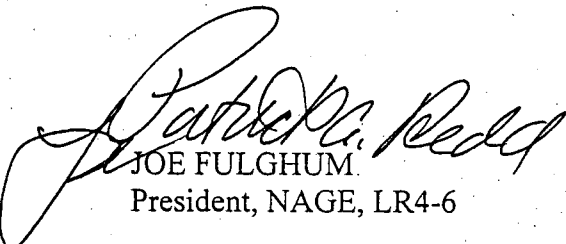
Section 4. An employee who is dissatisfied with the placement consideration received may have **UNION** representation. When the union is representing an employee, the **EMPLOYER** will make available for review the following pertinent promotion records: list of names of those applicants considered and the referral and selection register.

Section 5. If an employee fails to receive proper consideration, the **EMPLOYER** will take corrective action IAW the applicable Merit Promotion & Placement Plan.

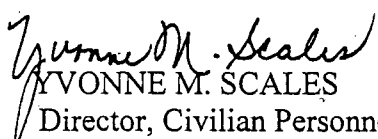
Section 6. Resumes must be pre-positioned at the Southeast Civilian Personnel Operations Center. Self-nomination is only possible after an applicant has received acknowledgement from the SECPOC that their resume has been pre-positioned into the RESUMIX database. Applicants must send self-nominations to the SECPOC via email or hard copy (mail). Self-nominations must be received at the SECPOC by the closing date.

Section 7. The **EMPLOYER** will provide computer internet access and reasonable on duty time to comply with the RESUMIX process. The **EMPLOYER** will train employees on the RESUMIX process and provide assistance upon request.

FOR THE UNION:

  
JOE FULGHUM  
President, NAGE, LR4-6

FOR THE EMPLOYER:

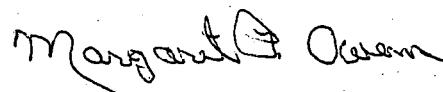
  
VONNIE M. SCALES  
Director, Civilian Personnel  
Advisory Center

Merit Promotion and Placement Plan  
Supplemental Agreement

FOR THE UNION:



GEORGE HAUSE  
President, AFGE, L1643



MARGARET P. OWENS  
Personnel Management  
Specialist

FOR THE UNION:



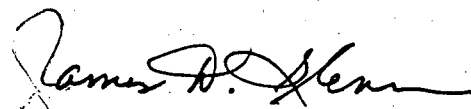
KIRK MCKINLEY  
Command Vice President, AFGE, L22

FOR THE UNION:



KEVIN JACKSON  
President, IAFF, F-173

FOR THE UNION:



JAMES D. GLENN  
VICE PRESIDENT, AFGE, L2855

DATE: 22 February 2000

MEMORANDUM OF UNDERSTANDING (MOU)

INTERIM NEGOTIATED AGREEMENT COVERAGE FOR PROFESSIONAL EMPLOYEES  
OF  
U. S. ARMY TRANSPORTATION CENTER, FT EUSTIS, VA  
AND  
U. S. ARMY AVIATION LOGISTICS SCHOOL, FT EUSTIS, VA

This MOU is hereby entered into by and between the National Association of Government Employees, Local R4-6, (NAGE R4-6) Fort Eustis, Virginia, the U. S. Army Transportation Center (USATC) and the U. S. Army Aviation Logistics School (USAALS), Fort Eustis, Virginia, collectively referred to as the "Parties."

The Parties agree that the current Negotiated Agreement between the U. S. Army Transportation Center, U. S. Army Aviation Logistics School and NAGE R4-6, dated January 20, 1994, will serve as the interim agreement to cover the professional employees certified for representation by the Federal Labor Relations Authority on July 7, 1997. The agreement will be used in its entirety until a new agreement is renegotiated and properly approved.

FOR THE EMPLOYER:

U. S. ARMY TRANSPORTATION CENTER

*Daniel G. Brown*

DANIEL G. BROWN  
Major General, USA  
Commanding

U. S. ARMY AVIATION LOGISTICS SCHOOL

*Robert J. Hoppes*

For ROBERT J. HOPPES  
Colonel, USA  
Assistant Commandant

FOR THE UNION

NATIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES

*Joe Fulghum*

JOE FULGHUM  
President

NAGE Local R4-6

DATE: 28 July 1997

MEMORANDUM OF UNDERSTANDING (MOU)

ON

INTERIM AGREEMENT COVERING - U.S. MEDICAL DEPARTMENT ACTIVITIES

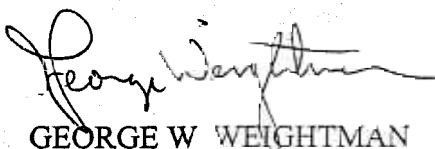
PROFESSIONAL EMPLOYEES

This MOU is hereby entered into by and between the National Association of Government Employees (NAGE), Local R4-6, Fort Eustis, Virginia, and McDonald Army Community Hospital (MEDDAC), Fort Eustis, Virginia, collectively referred to as the "Parties".

The Parties agree that the current Negotiated Agreement between the U.S. Army Medical Department Activities and NAGE, Local R4-6, dated 20 January 1994, will serve as the interim agreement to cover the professional employees. The agreement will be used in its entirety until a new agreement is renegotiated and properly approved.

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FOR THE EMPLOYER:



GEORGE W WEIGHTMAN  
Commander, MEDDAC

FOR THE UNION:



JOE FULGHUM  
President, NAGE, Local R4-6  
Date: 18 Oct 96

MEMORANDUM OF UNDERSTANDING (MOU)

ON

INTERIM AGREEMENT COVERING -- EASTERN INSPECTION

REGION BRANCH (EIRB)

The following MOU is hereby entered into by and between the National Association of Government Employees (NAGE), Local R4-6, Fort Eustis, Virginia, hereinafter referred to as the "Union", and the US Army Aviation & Troop Command, Eastern Inspection Region Branch (EIRB), Fort Eustis, Virginia, hereinafter, referred to as the "Employer", and collectively referred to as the "Parties". The Parties agree to the current negotiated agreement between US Army Transportation Center, et al, and NAGE effective 20 January 1994 with the following exceptions:

**- ARTICLE 4 - NEGOTIATED GRIEVANCE PROCEDURE**

**Section 9.** The PARTIES expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail, however, the following procedures are established for settlement of grievances. If any grievance is not taken up with the employee's immediate supervisor within fifteen (15) calendar days after the occurrence of the matter which precipitated the grievance, or the date the employee becomes aware of the matter, such grievance shall not be considered or presented at a later date, except where circumstances beyond control of the employee prevent the presentation of such grievance. *Note: Where the subject of the grievance concerns a disciplinary action, the grievance shall be filed with the Deciding Official.*

**Step 1:** The grievance shall first be discussed informally by the aggrieved employee and his representative, if any, and the employee's immediate supervisor, who will try to resolve it. If the issues raised are outside the supervisor's authority and responsibility, he must contact the official's who may be able to help.

**Step 2:** If no satisfactory settlement is reached between the employee and the supervisor, the employee or UNION may submit the grievance in writing on the grievance form to be provided by the EMPLOYER (APPENDIX B of this agreement), stating the issue(s) and the corrective or remedial action sought. The grievance should be submitted, within seven (7) calendar days after the final meeting at Step 1, to the Director, Civilian Personnel Advisory, who will forward it to the Chief, Watercraft/Rail Division, Transportation Systems Management Office, St. Louis, MO. The Chief,

Watercraft/Rail Division, or his designee shall render a decision in writing on the grievance form (APPENDIX B of this Agreement) within fourteen (14) calendar days from the receipt of the grievance. The grievance issue(s) submitted at Step 1 shall be the sole issue(s) in the grievance to be considered and no additional issue(s) shall be presented at any further step of the grievance procedure. Additional issues can be initiated as separate grievances.

**Section 11.** Once a grievance has been accepted for processing under the Grievance Procedure, failure of the aggrieved employee or the UNION to comply with the applicable time limit or procedure specified at Steps 1 or 2 of Section 9 terminates consideration of the grievance. Failure of a management official of the EMPLOYER to comply with any applicable processing time limit will constitute a valid basis for the grievance to be advanced to the next higher step of the Grievance Procedure; however, election by the employee or the UNION to await EMPLOYER'S decision rather than advance shall not count against the time limits for proceeding after receipt of a decision. Time limits stated in this Article may be extended by mutual written agreement among the aggrieved employee, the UNION, and the management official involved. If either PARTY knows it shall need an extension, it shall not wait until the last day to submit its request for extension. If management knows it will not grant the requested remedies, it shall not delay the grievance by holding it until the last day the present Step.

**- ARTICLE 7 - DURATION, REOPENING, AMENDMENT AND PRINTING/DISTRIBUTION**

**Section 1. Duration:** This Agreement shall remain in full force and effect until 30 September 1997.

**- ARTICLE 8 - UNION RECOGNITION AND UNIT DESIGNATION**

**AMEND** to include Eastern Inspection Region Branch (EIRB), Fort Eustis.

**- ARTICLE 14 - UNION FACILITIES AND SERVICES**

**DELETE**

**- ARTICLE 17 - CHILD CARE**

**DELETE**

- ARTICLE 26 - TEMPORARY DUTY TRAVEL (TDY)

**Section 1.** The EMPLOYER has the right to require employees to travel on temporary duty TDY under the conditions and requirements prescribed in applicable laws and regulations. Travel orders, issuance of government credit cards, payment of per diem, travel allowances and expenses, shall be processed in accordance with the Joint Travel Regulations (JTR).

**Section 2.** Except under emergency circumstances, the EMPLOYER shall issue travel orders, when required, sufficiently in advance to permit the employee to obtain a transportation request during working hours prior to the scheduled day of departure.

- ARTICLE 38 - PERFORMANCE EVALUATION

**Section 5.** Job related performance objectives shall be identified by the employee and the EMPLOYER. The EMPLOYER shall develop a written performance plan which shall be used as a basis for evaluating the employee's performance. The EMPLOYER retains final authority in the establishment of the performance objectives and performance plan, which are not grievable. The application of the objectives and standards is grievable.

- ARTICLE 41 - REDUCTION-IN-FORCE

**Section 5.** The following procedures and arrangements shall apply to all RIFs:

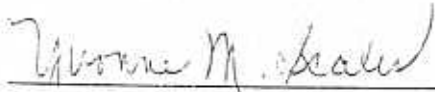
**a. Competitive Area:** A competitive area is the organizational or geographical boundary for reduction in force (RIF) competition. Employees can displace other employees only within their competitive area. Competitive areas that may be of interest to bargaining unit members are:

CODE	ACTIVITIES
AA	Transportation Center and School
AV	Aviation Logistics School
12	TCA
MD	MEDDAC/DENTAC
CC	EIRB


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FOR THE EMPLOYER



YVONNE M. SCALES  
DIRECTOR, CIVILIAN PERSONNEL  
ADVISORY CENTER



VAN B. LOCKLEAR  
CHIEF, EIRB

FOR THE UNION



JOE FULGHUM  
PRESIDENT, NAGE  
LOCAL R4-6



MICHAEL J. ARVAY  
VICE-PRESIDENT (EIRB)  
LOCAL R4-6

DATE:

April 9 1997