AGREEMENT BETWEEN

MILLITARY TRAFFIC MANAGEMENT COMMAND
841ST TRASPROTATION BATTALION

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 2298

INDEX

Article Number	Title	Page No.
	Preamble	1
1.	Recognition and Unit Designation	2
2.	Restriction of Law and Regulation	2
3.	Matters Subject to Negotiation	2
4.	Rights of the Employer	4
5.	Rights of the Employees	4
6.	Rights of the Union	5
7.	Union Representation	6
8.	Union Sponsored Training	7
9.	Equal Employment Opportunity (EEO)	8
10.	Hours of Work	8
11.	Overtime	9
12.	Pay Provisions	10
13.	Holidays	10
14.	Wage Surveys	11
15.	Within Grade Increases	11
16.	Sick Leave	11
17.	Annual Leave	13
18.	Leave Without Pay	14
19.	Jury Duty/Court Leave	14
20.	Civic Responsibilities	15
21.	Disciplinary and Adverse Actions	15
22.	Promotions and Details to Positions within the Unit	17
23.	Reorganization, Transfer of Functions, and Reduction-in-Force	18
24.	Contracting Out of Bargaining Unit	19
25.	Position Classification	19
26.	Employee Development	20
27.	Safety and Health	20
28.	Special Tools and Clothing	21

29. Travel 22
30. Orientation in Labor Management Relationships 22
31. Civilian Employee Assistance 22
32. Dues Withholding 23
33. Committee Assignments 24
34. General Provisions 25
35. Drunk and Drugged Driving 25
36. AFGE Health Benefit Plan 26
37. Performance Appraisal 27
38. Grievance Procedures 28
39. Arbitration 31
40. Duration and Changes 32
41. Memorandums of Understanding 32
42. Copies of the Agreement 33
Appendix 1 (Grievance Form) 34
Appendix 2 (Glossary) 36

PREAMBLE

This Agreement made by and between the Military Traffic Management Command, 841st Transportation Battalion, North Charleston, South Carolina, hereafter referred to as the "employer", and Local No. 2298, American Federation of Government Employees, (AFGE) AFL-CIO, hereafter referred to as the "union".

The following statutes/regulations apply to this agreement:

1. Public Law 95-454 "National Labor Relations Act"

2. Title 5 U.S. Code, Section 7117 "Duty to bargain in good faith; compelling need; duty to consult"

3. Title 5 U.S. Code, Section 7114 "Representation rights and duties"

4. Title 5 U.S. Code, Section 7532 "Suspension and removal"

5. DoD Directive 1010.7 "Drunk and Drugged Driving by DoD Personnel"

6. Title 5 U.S. Code, Section 6101 "Basic 40-hour workweek; work schedules; regulations"

7. 5 Code of Federal Regulations, para 551.442 "Time spent traveling"

The above regulation/statues will hereafter be referred to as "statute".

WITNESSETH

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

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well being of employees within the meaning of Public Law 95-454, National Labor Relations Act, to establish a basic understanding relative to personnel policy and practices and matters affecting other conditions of employment and to provide means for amicable discussion and adjustment of matters of mutual interest at the Military Traffic Management Command, 841st Transportation Battalion, North Charleston, South Carolina.

Therefore, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1. Exclusive Representative. The employer hereby recognizes that the union is the exclusive representative of all employees in the unit, as defined in Section 2 below, and the union recognizes the responsibilities of representing the interests of all such employees with respect to personnel policies, practices, and matters affecting their general working conditions, subject to the express limitations set forth in Articles 2, 3, and 4.

Section 2. Applicable Unit. The unit to which this Agreement is applicable is composed of all employees of the Military Traffic Management Command, 841st Transportation battalion, North Charleston, South Carolina, excluding the following:

a. Management officials or supervisors.

b. Employees engaged in personnel work other than purely clerical work.

c. Professional employees.

d. Employees who act in a confidential capacity with respect to one who formulates or effectuates management policies in the field of labor-management relations.

e. Temporary employees who have served less than six months continuous service.

ARTICLE 2

RESTRICTIONS OF LAW AND REGULATION

Section 1. The employer and the union understand that 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, published agency policies, and regulations in existence at the time this agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities to implement Public Law 95-454.

ARTICLE 3

MATTERS SUBJECT TO NEGOTIATION

Section 1. Negotiation. Matters appropriate for consultation or negotiation are personnel policies, practices and matters affecting the working conditions of unit employees which are within the discretion of the employer so far as may be appropriate under applicable laws and regulations. These matters include, but are not limited to such matters as safety, training, labor-

management relations, employee services, methods of adjusting grievances, leave, promotion procedures, demotion practices, and hours of work.

Section 2. Negotiation Restrictions. The employer's obligation to negotiate shall be at the employer's discretion with respect to numbers, types and grades of employees or positions assigned to any organization subdivision, work project, tour of duty, or the technology, methods and means of performing work.

Section 3. Negotiation Defined. Negotiation is the process whereby the union and the employer confer with the objective being to reach a mutual agreement regarding the proposed implementation of personnel policies, practices, and matters affecting working conditions of unit employees to the extent that such matters are negotiable.

Section 4. Negotiation in Good Faith. The employer and the union agree that when there is occasion to negotiate with one another, they shall do so in good faith and give each other's proposals and comments serious consideration.

Section 5. Changes in Working Conditions. The union and the employer recognize frequent or continuing changes of existing employer personnel policies, practices, and matters affecting unit employees' working conditions can have a disruptive effect on employee morale and productivity. However, the parties recognize that changes must be made and new guidance issued by the employer in order to improve personnel management, employee morale and services, and meet the employer's mission requirements in an economical and efficient manner. Accordingly, the union and the employer agree as follows:

a. Prior to the employer issuing new or changing existing personnel policies, practices, or matters affecting working conditions of unit employees, and which may or may not be specifically covered by the Agreement, but which would otherwise be appropriate for negotiation, the employer shall provide the proposed change in writing or discuss the proposed change with the Unit President or his designated representative. The union will notify the employer within seven (7) calendar days after notification of the proposed change if negotiations are desired. The union will submit written proposals to the employer within seven (7) days after notification of intent to negotiate.

Section 6. Formal Meeting. When formal meetings are held between representatives of the union and the employer, and the employer has notes taken, the employer will be responsible for providing a copy to each representative present.

Section 7. Impasse Procedures. If negotiations are unsuccessful, either party may declare an impasse. In that event, the matter will be promptly presented to the Federal Impasse Panel in accordance with the expedited impasse resolution procedures prescribed by law and regulation for a decision. The employer may not make changes until agreement is reached or the Panel issues a decision.

ARTICLE 4

RIGHTS OF THE EMPLOYER

Section 1. Employer Authority. It is agreed that the employer shall retain the authority in accordance with the Act and applicable laws, rules and regulations.

a. To determine the mission, budget, organization, number of employees, positions assigned, and internal security practices of Military Traffic Management Command, 841st Transportation Battalion.

b. To hire, assign, direct, lay-off and retain employees or to suspend, remove, reduce in grade or pay, or to take other appropriate disciplinary action against such employees.

c. To assign work, make determinations with respect to contracting out, and to determine the number of personnel required by the employer to conduct the operations.

d. To make selections for appointments from among properly ranked and certified candidates for promotion.

e. To take necessary actions as may be necessary to support the employer's mission during emergencies.

Section 2. Election to Negotiate. Upon request by the union to negotiate the proposed procedures or work place changes which management officials observe in exercising authority under the statute, or the appropriate arrangements for employees adversely affected, the employer agrees to negotiate as required by the statute and in keeping with provisions of Article 3.

ARTICLE 5

RIGHTS OF THE EMPLOYEES

Section 1. Employee Rights. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in the statute, such rights include:

a. To act for a labor organization in the capacity of a representative, and the right to present the views of the union to the employer, other officials of the executive branch, the congress, or other appropriate authority.

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the statute.

Section 2. Employee Representation. Each unit employee has the right, regardless of union membership to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules, regulations, and established policies. Except in the case of a negotiated grievance, a unit employee is not precluded from:

a. Being represented by an attorney or other representative of the employee's choosing in any grievance, or appeal.

b. Exercising grievance or appellate rights established by law and regulation.

Section 3. Union Membership. Nothing in this Agreement shall require a unit employee to become or to remain a member of the union or to pay money to the union except pursuant to a voluntary written authorization for the payment of union dues through payroll deductions as set forth in this Agreement.

Section 4. Eligible Employees. The union will accept all eligible employees as members without discrimination because of race, color, religion, national origin, sex, age, preferential and non-preferential civil service status, political affiliation, marital status, or handicapping condition.

Section 5. Bargaining Unit Employees. The employer and the union agree that the provisions of this Agreement shall be applied consistently to all bargaining unit employees in the unit. Nothing in this agreement has the effect of granting to any employee any right for which the employee would otherwise be ineligible under law, regulation or executive order.

Section 6. Representation. Unit employees have the right to be represented by the union at any examination requested by the employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation. This examination shall not be unduly delayed by the selection of a representative.

Section 7. Nothing in this article is intended to infer that all rights of unit employee are contained in this article.

ARTICLE 6

RIGHTS OF THE UNION

Section 1. Exclusive Representative. Pursuant to the statute, the union is the exclusive representative of the 841st Trans Bn bargaining unit employees. The union is entitled to act for and to negotiate agreements covering all bargaining unit employees, and is responsible for representing the interest of all such employees in the unit without discrimination and without regard to labor organization membership.

Section 2. Right to Present Views. The union shall have the right to present its views to the employer on matters of concern, either orally or in writing, and be consulted with respect to the formulation, development, and implementation of civilian personnel matters and practices, which are within the discretion of the employer.

Section 3. Proposed Changes. The union shall be informed by the employer concerning preliminary decisions that may affect the unit as a whole reached as a result of discussions with individual employees. It is recognized that an informal discussion between an employee and a supervisor that is of a personal nature, or problems personal to the employee, do not normally fit this category.

Section 4. Formal Discussion. The union shall be given the opportunity to be represented at any formal discussion between one or more representatives of management and one or more unit employees concerning any grievance, personnel policy, practice, or any change to working conditions. The union representative at such discussions shall have the right to make the views of the union known.

Section 5. Investigation of Employee. The union shall be allowed to represent, when requested, a unit employee that management is investigating, or any examination of a unit employee by a representative of the employer in connection with an investigation if the employee reasonably believes that the investigation, examination, or meeting may result in disciplinary action against the employee. This meeting will not be unduly delayed by the selection of a representative.

ARTICLE 7

UNION REPRESENTATION

Section 1. Employer Recognition. The employer agrees to recognize the duly authorized Union officials; a Unit President, a Chief Steward, two shop stewards, and any other official authorized by the union.

Section 2. Union Officials. The union shall provide, in writing, a list of union officials to the employer and update this list as changes occur.

Section 3. Official Time. Reasonable time during regular working hours will be authorized without loss of pay or benefits to permit union officials to properly and expeditiously carry out their representative duties. The union agrees that it will guard against the use of excessive official time, and such time used will be the time necessary to bring about a prompt and expeditious disposition of the matter. Union officials, when requesting official time, will notify their supervisor. Solicitation of membership or dues, and other internal business of the union, will be conducted during non-duty hours. Union officials will use official time to:

a. Consult with supervisors or management officials on personnel policies, practices, and matters affecting working conditions.

b. Prepare an agenda for scheduled meetings with the employer.

c. Investigate to conclusion complaints or grievances of unit employees or the Union.

d. Advise employees of their rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievance or complaints, and to be the personal representative of an employee at the latter's request in the presentation of grievances and appeals.

e. Represent employees, when requested, during an investigation meeting with the employer.

f. Prepare and participate in union/employer panel, and committee meetings.

g. Investigate and prepare a response to employer complaint or grievance.

h. Participate in negotiations within the meaning of the statute.

i. To participate in proceedings of Federal Labor Relations Authority (FLRA) within the meaning of the statute.

Section 4. Record of Official Time. The supervisor shall maintain a record of official time utilized by the union official and the general purpose of this time. If the employer has reasonable grounds to believe that official time has been abused, the union will be promptly notified.

Section 5. American Federation of Government Employees (AFGE). Authorized employees of AFGE will be allowed to visit the activity at reasonable times on appropriate union business subject to applicable security regulations. The union agrees to notify the Commanding Officer or designated representative when such visits are necessary.

ARTICLE 8

UNION SPONSORED TRAINING

Section 1. Union Training Agenda. The union shall furnish the employer, when requesting administrative excusal, an agenda, course description or summary, and material of sufficient detail to allow the employer to determine the general content and mutual benefit of the training. The union will provide such training information as soon as it becomes aware, but no later than fifteen (15) calendar days prior to the date of the training session. Release of individuals will be contingent upon manpower and workload requirements.

Section 2. Union Training. Requests for excusal for union sponsored training will be forwarded to the Commanding Officer.

Section 3. Annual Training Hours. Each union official will be granted up to 40 hours of administrative excusal per calendar year for union sponsored training.

ARTICLE 9

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. The employer and the union agree that each has a positive and distinct role in carrying out the concepts of EEO, irrespective of political affiliation, race, color, national origin, religion, sex, age, marital status, or handicapping condition. The employer and the union agree to encourage all unit employees to take advantage of self-improvement opportunities to enhance their potential for promotion and job security. Discrimination complaints will be processed in accordance with appropriate policies, rules, and regulations.

ARTICLE 10

HOURS OF WORK

Section 1. Workweek. The basic workweek will consist of five (5) consecutive eight (8) hour days, normally Monday through Friday. When applicable, the Compressed Work Schedule (CWS) will consist of nine (9) days at nine (9) hours a day, and one eight (8) hour day during the two-week (2) pay-period.

Section 2. Workday hours. The standard workday will consist of eight (8) hours of work with either a thirty minute (30) or sixty-minute (60) non-paid lunch period. If the employee is on the CWS, the standard workday core hours will be between 9:00 AM and 4:30 PM.

Section 3. CWS Change. Any contemplated change in the basic workweek or standard workday will be in accordance with MTMCDSCR 1-1. The Union will immediately be notified and solicited for their views and recommendations whenever a change is contemplated.

Section 4. Change of Employee's Hours. In effecting any change in the days or hours of an employee's basic workweek, the employer shall give the affected employee as much notice as practical prior to the start of the administrative workweek. The days or hours of an employee's basic workweek shall not be changed for any period of less than one week, except under the circumstances described in the reference identified in Section 3.

Section 5. Lunch Period. When adequate dining facilities (hot prepared food) are not available at the job site, the immediate supervisor will allow an additional fifteen (15) minutes for those employees who choose to leave the installation to purchase food. If an employee is required to work during his regularly scheduled lunch period, the supervisor may reschedule the lunch period to generally commence within the first thirty (30) minutes after the end of the scheduled lunch period. However, if the employee works all of his work-shift, including the lunch period, all time worked by the employee in excess of the normal workday will be considered overtime.

Section 6. Fatigue Break. Each employee will be allowed reasonable time during the workday for the purpose of a fatigue break. This period may not exceed fifteen (15) minutes

during the first half and during the second half of an eight (8) hour work shift. Smokers may in lieu of the two (2) fatigue breaks opt to take six (6) breaks of five (5) minutes duration during the standard workday.

Section 7. Standby Duty. When an employee is scheduled by the supervisor to remain at or near the confines of his official duty station in a standby status, rather than performing actual work, the standby hours will be included in the total number of hours worked for that pay period. Standby duty is compensated time.

Section 8. Shutdown for Lunch/End of Shift. The employer will allow a reasonable amount of time, ten minutes prior to the lunch period and at the end of the shift for cleaning the work area, logging out of system, putting away files, etc. Employees required to work at Wharf Alpha will be granted an additional 10 minutes to return government vehicles back to their duty section at the end of the shift.

Section 9. Administrative Excusal. Employees who report or are scheduled to report for work, and whose services are not specifically required, will be excused for the remainder of their shift without charge to leave when administrative excusal is authorized because of extreme weather conditions, breakdown of equipment, fires, floods, or other natural phenomena.

ARTICLE 11

OVERTIME

Section 1. General. Assignments to overtime shall be consistent with the requirements of this agreement and shall be made in a nondiscriminatory manner among employees. Supervisors will not assign overtime work to employees as a reward or penalty, but in accordance with the employer's needs. The employer will make overtime records available to the union when requested regarding complaints of distribution of overtime except where prohibited by law. In the event an employee is denied equitable treatment in the assignment and distribution of overtime, the remedy shall be priority consideration for overtime until the employee has been offered all overtime for which improperly denied.

Section 2. Overtime Excusal. The employer may, upon request, relieve an employee from overtime assignment provided his reasons are valid and another qualified employee is available for the overtime. If an employee requests and is relieved of an overtime assignment, the hours of overtime declined will be considered as overtime hours worked for purposes of determining the equity of overtime distribution.

Section 3. Loaned Employee. When an employee is loaned to another section and overtime is required, the loaned employee will be given equitable consideration for the overtime.

Section 4. Shutdown for Lunch/End of Shift. During overtime assignments, the employer will allow a reasonable amount of time, as determined by the on site supervisor, prior to meal periods and at the end of the work period to log out, clean work area, etc.

Section 5. Call Back. Call back overtime will be paid in accordance with applicable rules and regulations, which currently prescribe two hours.

Section 6. Overtime Meal Period. Employees required to work overtime of four or more hours shall normally be given a meal period.

Section 7. Unplanned Overtime. In the assignment of unplanned overtime, the employer agrees to give the affected employees at least two (2) hours advance notification. Notification for planned overtime on Saturday and Sunday normally will be made no later than close of business Thursday. Emergencies may arise whereby such notification cannot be made. For the purpose of this article, an emergency is defined as any event, which is: (a) outside the control of the employer; (b) could not reasonably be foreseen; or (c) requires immediate action.

Section 8. Compensatory Time. Unit employees paid under the General Schedule whose basic rate of pay exceeds the maximum rate for GS-10 may, at the discretion of the employer, be required to take compensatory time off in lieu of overtime pay for irregular or occasional overtime. Unit employees paid under the General Schedule, whose basic rate of pay does not exceed the maximum rate for GS-10, will be paid overtime unless they request compensatory time in lieu of overtime pay. The accrual and use of compensatory time off will be in accordance with applicable regulations.

ARTICLE 12

PAY PROVISIONS

Section 1. Premium Pay. Premium pay shall be paid in accordance with applicable rules and regulations.

Section 2. Pay Period. All employees shall be paid bi-weekly except when payday falls on a holiday. The employer will, if possible and within the control of the employer, pay the employees the day before the holiday.

Section 3. Debt. It is recognized that employees have an obligation to honor their valid and just debts. The employer will not act as a collection agent for debts allegedly due by an employee to any private individual (except by legal process) or firm or become an arbiter when the validity of such a debt is questioned. The employer will comply with the statutory requirement in the Debt Collection Act of 1982.

ARTICLE 13

HOLIDAYS

Section 1. Holiday Pay. Employees shall be entitled to all holidays now prescribed by law, and any holiday that may be later added by law, and all holidays that may be designated by executive order. Holidays shall normally be observed as non-work days. Holidays occurring on

a Saturday or Sunday, or the non-workday corresponding to an employee's Saturday or Sunday, the holiday shall be observed on the day specified by existing executive orders, laws, rules, and regulations. Employees in a pay status shall receive eight (8) hours pay at their regular hourly rate plus any appropriate shift differential on all days defined as a holiday that are not required to work, except as provided IAW applicable laws and regulations. Employees required to work a holiday schedule shall be paid at the prescribed rate for holiday premium pay during the employee's normally scheduled work hours.

Section 2. Religious Holiday. Employees having annual leave to their credit will be granted such leave for religious holidays associated with the religious faith of the employee unless the granting of leave would adversely affect the operation of the activity.

Section 3. Compressed Work Schedule (CWS) Holiday. Employees participating in CWS whose compressed day off falls on a holiday, the preceding workday will be taken as the CWS day off. If the scheduled CWS day off is Friday and a holiday falls on that day, the employee will take their CWS day off the preceding Thursday. If the scheduled CWS day off is Monday, and that Monday is a holiday, the employee will take the preceding Friday as their CWS day off. If a holiday falls on a Sunday and an employee's CWS day off is Monday, then the employee will take Tuesday as their CWS day off.

ARTICLE 14

WAGE SURVEYS

Section 1. If wage grade employees are employed in the future, the employer will notify the union as information is received concerning an official wage survey. The employer agrees to one union official to participate, without loss of pay, leave, or other benefits, in this wage survey.

ARTICLE 15

WITHIN-GRADE INCREASE

Section 1. If an employee's within-grade increase is denied, the employee is entitled to representation by the union during the reconsideration process if requested. If a negative determination is sustained, the employee may choose to complain through the negotiated grievance procedure.

ARTICLE 16

SICK LEAVE

Section 1. General. Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations. Approval of sick leave shall be granted to employees when incapacitated for the performance of their duties because of, but not limited to: illness, injury, medical or dental treatment; exposure to contagious disease and the employees presence could

jeopardize the health of coworkers; a physical examination required for military service; a physical examination or treatment required by the Veterans Administration. Approval for medical, dental or optical examinations shall be approved in advance. Notification of absence because of an incapacitating illness or injury shall be made to the supervisor's office as soon as possible at the beginning of the employee's regular shift on the first working day of his absence and at the beginning of each subsequent work week, but in no instance later than 2 hours after the start of such shift. Such notification does not constitute approval of sick leave. If employees do not notify their supervisor, they will be considered Absent Without Leave (AWOL) until notification is received.

Section 2. Medical Certificate. Employees shall not be required to furnish a medical certificate to substantiate requests for sick leave, unless such leave exceeds three (3) workdays. The supervisor has the responsibility for determining in individual cases that the reasons for absence warrants approving the sick leave, but may question the employee as to the general nature of the illness. When the attending physician has certified that the employee has been under his professional care and was incapacitated for duty, the employee will not be required to elaborate on the nature of the illness, provided the employee's supervisor can determine from the information furnished that the granting of sick leave is warranted in accordance with Section 1 above. The employee's sick leave requests will be considered as confidential personal information and disclosure will be authorized only to those individuals with a need to know. Supervisors are to be aware of the often sensitive and private nature of an employee's illness, and take appropriate measures to ensure such information is safeguarded.

Section 3. Sick Leave Abuse. If the employer has reason to believe that an employee is abusing sick leave privileges, the employee, accompanied by a union representative if desired, will be advised by the employer that he has a questionable sick leave record and why he is suspected of abusing sick leave. A primary indicator for abuse of sick leave can be the frequency of sick leave, especially those periods under three (3) days. The employee will also be advised that if his record does not improve, a medical certificate may be required for each future sick leave absence. If this does not bring about an improvement in the employee's sick leave record, the employee will be notified in writing that a medical certificate will be required for each sick leave absence. An employee who is required to furnish medical documentation for each absence due to illness will be required to contact his supervisor or his supervisor's designated representative when requesting sick leave. The supervisor will review the employee's attendance record for a period of six months (6) to determine whether the sick leave requirements should be continued. Where such review reveals no substantial evidence that the employee has abused sick leave during this review period, the employee will be notified in writing that a medical certificate will no longer be required for each absence of three (3) workdays or less.

Section 4. Incapacitated for Duty. Unit employees recommended for release from duty by appropriate medical personnel due to illness or injury must obtain authorization from their immediate supervisor. When circumstances dictate that the employee proceed directly for medical assistance, the employee may contact the supervisor by telephone. A leave request will be submitted the first duty day after returning to work.

Section 5. Unearned Sick Leave. Unearned sick leave, at the employee's request, may be advanced to any employee for a serious illness or disability not to exceed thirty (30) days with a doctor's certification and approval by personnel. The employee must have a permanent appointment, not have established a pattern of sick leave abuse, and can provide reasonable evidence of returning to work on a permanent basis.

ARTICLE 17

ANNUAL LEAVE

Section 1. General. Employees shall earn annual leave in accordance with applicable statutes. An employee's request to take annual leave shall be granted when he has given his supervisor reasonable notice subject to the workload requirements. A request for annual leave that would otherwise be approved will not be disapproved solely on the basis that it was submitted telephonically. Emergency annual leave requests will be evaluated on an individual basis. The employee will be expeditiously advised in writing why a leave request was denied, or canceled by annotating the leave request. The employee has the right to resubmit a canceled leave request.

Section 2. Leave Requests. Employee requests for annual leave of two (2) continuous weeks or more, submitted before 30 April of each calendar year, will be scheduled by the immediate supervisor, consistent with manpower and workload requirements provided the employee will have sufficient leave accrued. Civil Service seniority will be the deciding factor for employees when a conflict arises as to choice of vacation periods. Employees will not be permitted to change or make a selection after 30 April if by so doing will interfere with the choice of another employee. Management will make every reasonable effort, consistent with workload and work schedule requirements, to adhere to the established vacation schedule. The above does not abrogate the employer's right to place an employee on annual leave with or without an employee's consent in accordance with applicable rules and regulations whenever necessary.

Section 3. Work Shutdown. The employer will announce any planned shutdown or reduction of operations to employees as far in advance as practicable. During any period of shutdown or reduced operations, every reasonable effort will be made to assign work to employees not having annual leave to their credit. If work cannot be assigned to such employees, annual leave to cover the period of the shutdown or reduced operation will be advanced to employees on permanent appointments provided such leave does not exceed that which would be accrued during the current leave year, and provided no separation or other action is pending which would preclude normal accrual of leave, unless the Commanding Officer determines that budgetary or scheduling restrictions will not permit such advance.

Section 4. Enforced Annual Leave. If it becomes necessary to place an employee on enforced annual leave, the employer shall give the maximum possible advance notice to the affected employee, including the specific reason for the action. Employees who are to be placed on enforced annual leave will be selected consistent with organizational work requirements. Enforced annual leave assignments, as far as practicable, will come from volunteers. The

employer shall immediately notify the union of which employees and why these employees were selected for enforced leave. The Commanding Officer or his designated representative will meet with the union upon request, and discuss questions, or possible inequities in the selection process.

Section 5. Bereavement Leave. An employee will normally be granted leave in the case of a death in the immediate family. Aunts, uncles, nephews, or nieces, and cousins are not considered as members of the immediate family. This leave will be in accordance with the Federal Employees Family Friendly Leave ACT (FEFFLA).

ARTICLE 18

LEAVE WITHOUT PAY

Section 1. General. Employees will be granted leave without pay in accordance with applicable laws and regulations when, in the judgment of the employer, such leave is warranted, and workload considerations permit. A period of leave without pay shall not exceed one (1) year for each application. Employee representatives elected or appointed to a union office or as a delegate to any union activity may apply for periods of leave as necessary to accept temporary union positions or attend union activities. Such requests will be submitted as far in advance as possible, but not less than three (3) working days prior to the date such leave is to begin. Such requests will be approved providing workload and other administrative requirements permit. The employer recognizes the obligation to return an employee to duty at the expiration of a period of approved leave to the position and rate of pay to which entitled by applicable regulations.

Section 2. Reduction-In-Force (RIF). The employer recognizes the reduction-in-force placement and retreat rights of an employee on approved leave without pay, when the employee's status has been affected by a reduction-in-force action during the employee's absence.

Section 3. Retained Privileges and Benefits. Employees in an approved leave without pay status shall accrue all rights and privileges with respect to retirement status and coverage under the Federal Employee's Group Life Insurance, and the Federal Employees' Health Benefits Program in accordance with applicable laws and regulations.

ARTICLE 19

JURY DUTY/COURT LEAVE

Section 1. General. An employee called for jury duty or jury qualification, as a Government witness, or as a witness in a non-official capacity when a party to the case is the U.S., D.C., State or local government, the employer will pay the employee at the basic rate for the time lost from his normal work schedule in accordance with applicable laws and regulations. An employee

called for any of the above listed civic duties shall promptly notify the employer so that arrangements may be made for his absence.

Section 2. Jury Sevice Certificate. The employee will provide the employer a signed jury service certificate or other evidence of the time served immediately upon return to duty.

Section 3. Jury Fees/Expense Allowance. An employee on court leave for jury service in a federal court may keep jury fees. An employee on court leave for jury service in the state or municipal court may retain the expense allowance.

ARTICLE 20

CIVIC RESPONSIBILITIES

Section 1. Voting. Employees scheduled to work on election day who are eligible to vote shall be granted administrative leave to vote in accordance with Federal rules and regulations if distance and time to and from the work place, or the hours of the employee's voting precinct does not allow the employee to vote outside regular duty hours.

Section 2. Registration. Employees who vote in a jurisdiction that requires registration in person may be granted excused absence on the same basis as Section 1, unless registration can be accomplished on a non-duty day.

Section 3. Blood Donation. All employees are encouraged to participate in the American Red Cross blood donation program in the effort to meet the patient blood needs of the community.

ARTICLE 21

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. General. The purpose of discipline is to correct the offending employee and maintain discipline and morale among employees. The discipline administered shall be the minimum that can be reasonably expected to achieve the desired result. Any disciplinary action taken against an employee shall be for just cause. The Douglas Factors will be considered when deciding whether a penalty is appropriate in an adverse action. The Department of the Army Schedule of Disciplinary Offenses contained in AR 690-700, Chapter 751, will be used as a general guide for administering discipline.

Section 2. For the purpose of this article:

a. "Employee" means a unit employee serving in a permanent appointment in the competitive service or a Veterans Readjustment Authority (VRA) who is not serving a probationary, or trial period under an initial appointment, or who has completed one year of current continuance

employment in the same or similar positions under other than a temporary appointment limited to one year or less.

b. "Suspension" means the placing of an employee in a temporary status for disciplinary reasons without duties and pay, but does not include a suspension under the statutes.

Section 3. Grieveable Adverse Actions. Grieveable adverse actions include letters of reprimand and suspensions of fourteen (14) calendar days or less, or other lesser punishment. A suspension of fourteen (14) calendar days or less proposed against a unit employee is entitled to:

a. Advance written notice stating the specific reasons for the proposed action.

b. A reasonable time, not less than ten (10) working days to answer orally, or in writing, and to furnish affidavits or other supporting documentary evidence.

c. Be represented by an attorney or other representative.

d. A written decision and specific reason at the earliest practicable date, but normally rendered within fifteen (15) workdays.

e. Grieve the action under the negotiated grievance procedure.

Section 4. Appealable Adverse Actions. Appealable adverse actions include removal; suspension of more than fourteen (14) calendar days; reduction in grade; reduction in pay; furlough of thirty (30) days or less. An employee against whom such action is proposed is entitled to:

a. At least thirty (30) days advance written notice, unless there is 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. At least ten (10) workdays to answer orally, or in writing, and to furnish affidavits and other documentary supporting evidence.

c. Be represented by an attorney or other representative.

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

Section 5. Grieveable Appealable Adverse Actions. Appealable adverse actions are grieveable under the negotiated grievance procedures, or may be appealed to the Merit Systems Protection board, but not both. An employee shall be deemed to have exercised his option to appeal to Merit Systems Protection Board, or to grieve under the negotiated grievance procedure (whichever event occurs first). Once the employee has exercised an option, it is irrevocable. The employee may have a union representative for the grievance procedure, or the employee may have a representative of his choosing if an appeal is made to the Merit Systems Protection Board.

Section 6. Investigation/Disciplinary Action. Before disciplinary actions are initiated an investigation will be made which will include private discussion of the alleged offense between the investigating official and the employee. If the employee reasonably believes the examination may result in disciplinary action, he may request union representation. The employer will initiate disciplinary action within thirty (30) calendar days after becoming aware of the infraction or occurrence, or upon completion of an investigation.

ARTICLE 22

PROMOTIONS AND DETAILS TO POSITIONS WITHIN THE UNIT

Section 1. General. Merit promotion to a position vacancy shall be on the basis of qualifications and merit. Selection of an employee for promotion will be based on merit factors, and candidate priorities established by law or regulation and job qualifications. Any wrongful manipulations of position rating criteria and merit system principles to deny an employee a selection is not in the spirit of true partnership and is therefore not allowed. The employer agrees to periodically brief the union on significant changes.

Section 2. Vacant Positions. The employer reserves the right to fill vacant positions by methods other than merit promotion such as reassignment, reinstatement, transfer, career promotions under an approved training and career development program, or other official appointments.

Section 3. Announcements. Merit promotion announcements will be in a manner most beneficial to the organization and employees. Vacancy announcements will be provided by e-mail and available at the administration office. If the employer's e-mail is unavailable for any extended period, the employer will ensure announcements are made available to employees through some other means and may extend the closing date of the announcement. Announcements will normally be open for ten (10) workdays, but not less than five (5) workdays when the area of consideration is limited to the activity. The announcement will contain at a minimum; job title, series and grade, position duties, area of consideration, location, closing date, qualification requirements, and methods of applying. Announcements shall be posted. Employees are responsible for filing a timely and proper application.

Section 4. Announcement Closure. Employees on official leave or travel status will be allowed three workdays after their scheduled return to apply for Merit promotions, which have closed if they are otherwise qualified for the position. Time-in-grade requirements must be met by the closing date of the announcement.

Section 5. Promotions. Promotions shall be made without regard to political, religious, union affiliation, marital status, race, color, sex, age, national origin, or non-disqualifying physical Handicap. Applicants shall be identified and referred to the selecting official in accordance with the merit promotion program. The non-selection of an employee when proper selection procedures were followed cannot be the sole reason for processing a grievance.

Section 7. Temporary promotions:

a. A temporary promotion is the assignment of an employee to a higher grade level for a specified time and monetary compensation is received.

b. An employee placed in a unit position classified at a higher grade than their regular grade for a period more than thirty (30) calendar days shall be temporarily promoted.

c. A temporary promotion in excess of 120 calendar days shall be filled through competitive procedures.

Section 8. Detail. A detail is the temporary assignment of a unit employee from one section or division to another and a temporary promotion IAW Section 7 is not warranted. A detailed employee:

a. Is not required to meet the qualification or time-in-grade requirements for the detailed position.

b. Does not receive additional compensation for a higher graded position.

c. Is limited to thirty (30) calendar days unless the employer states in writing to the employee, and the union that an emergency exists, the expected duration, and why a temporary promotion has not been considered.

d. Continues to officially occupy the position detailed from.

ARTICLE 23

REORGANIZATION, TRANSFER OF FUNCTION, REDUCTION-IN-FORCE (RIF)

Section 1. General. The employer agrees to inform the union of any action which could result in a reorganization, transfer of function, or a RIF as soon as such action is known. Reorganization is a planned redistribution, addition, or elimination of significant duties in an organization or unit. The employer agrees to notify the union as developments occur.

Section 2. Transfer of Function. A transfer of function occurs when a continuing DOD function is transferred from one activity or area (geographic, competitive, commuting) to another. The employer agrees that reduction in force actions will be effected in accordance with appropriate laws, rules and regulations. Affected employees will be given the opportunity to be placed in vacant unit positions providing minimum qualifications are met.

Section 4. Reduction-In-Force (RIF). A RIF can occur as the result of transfer of function, reorganization, down sizing due to mission changes, or closure. The employer agrees that reduction-in-force actions will be conducted in accordance with appropriate laws, rules, and regulations.

a. Affected employees shall receive a specific notice of a RIF at least sixty days (60) in advance of the effective date unless an emergency waiver is given to the employer. The notice shall specifically state the action being taken, the effective date, the employee's total credit for retention, competitive level, and any other pertinent information that may apply.

b. Retention registers shall be made available to the affected employee and the union.

c. Employees affected by the RIF shall respond in writing accepting or rejecting a valid job offer within two (2) workdays of receipt of notice if the offer is from another activity.

d. The employer shall make every reasonable effort to assist those employees identified for separation, in registering for DOD and other federal agency displacement programs.

e. The employer agrees to immediately freeze or keep vacant any vacant unit positions to lessen the impact of the RIF.

f. For the purpose of a RIF, credit for performance evaluations will be given for the previous three (3) ratings received during the previous four (4) years.

g. Affected employees shall be advised and receive training or counseling from the employer prior to and during the RIF.

ARTICLE 24

CONTRACTING OUT OF BARGAINING UNIT WORK

Section 1. The employer agrees to inform the union at the earliest date permitted by law or regulation when a decision has been made to review functions performed by unit employees for contracting out. The employer also agrees to inform the union of the decision when the bid is let. Such pertinent information as may be permitted by law or regulation will be made available to the union at that time. The employer has the right to determine the functions that will be reviewed and considered for bid.

ARTICLE 25

POSITION CLASSIFICATION

Section 1. General. The Wage and Classification program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management (OPM) and higher Army authority. When proper authority has approved the action to significantly modify the description of any position in the unit, it is agreed that the immediate supervisor will explain the change to the employee. The employee may elect to be represented or assisted by a union representative in discussing the matter with the supervisor. Changes to the position description will be effected within sixty (60) days from the date of proposal providing the union has not

elected to invoke Article 3 (matters subject to negotiation). The employer will provide each employee a copy of their most current position description.

Section 2. Review and Appeal. An employee who alleges inequities in his position classification or job rating shall be furnished information concerning appeal rights and procedures set forth in applicable regulations. The employee may elect to be represented or assisted by a union representative to discuss the matter with the supervisor or with a representative of the Civilian Personnel Office; or to review classification standards or rating definitions that pertain to the employee's rating or position; or in pursuing an appeal under the provisions of applicable regulations. The Civilian Personnel Office will assist with interpretation and explanation of position classification standards as they pertain to the requesting employee's position.

Section 3. Employer Notification. The employer will inform the employee and the union of any proposed changes to the employee's classification standard that could adversely affect the employee's grade, series, or job title.

ARTICLE 26

EMPLOYEE DEVELOPMENT

Section 1. General. Job training required by the employer, as distinguished from training for which the employee voluntarily applies, shall be accomplished on the employer's time in accordance with applicable laws, rules, and regulations.

Section 2. Special Needs. The employer shall make reasonable efforts for placement of employees with handicapping conditions who can perform needed work within their capacity, and who cannot be utilized in their parent shops or departments. It is recognized that in some cases a brief period of job indoctrination may be required.

ARTICLE 27

SAFETY AND HEALTH

Section 1. General. The employer shall make every reasonable effort to provide and maintain safe working conditions and the union shall cooperate in this effort and encourage employees to work in a safe manner.

Section 2. Union Notification. The employer will notify the union within a reasonable time of employee lost time due to on the job accidents, injury, etc.

Section 3. Safety Committee. The union is entitled to representation upon the establishment of a safety committee. The union will inform the employer of the name of the designated

member within five (5) working days of receipt of request. The employer and the union agree to consult on safety problems and prevention.

Section 4. Work Stoppage. An employee assigned to a job he has good reason to believe may be dangerous to life or limb, or cause damage to equipment, may immediately cease work and notify the employee's immediate supervisor or Safety Officer, or any other supervisor in the general vicinity if the immediate supervisor is not readily available. Upon such notice the employer will immediately investigate the matter. If the Safety Officer determines the condition to be safe the supervisor may direct the employee to return to work. If there continues to be a safety dispute, the employee may request union representation to attempt to resolve the issue.

Section 5. Safety Equipment. The employer will provide to the employee proper safety equipment such as safety shoes, rain gear, reflective safety vests and belts, safety eye-glasses, etc., as required.

Section 6. Medical Assistance. The employer shall provide emergency first-aid, medical and ambulance service for employees who become injured or ill on the job. The employer shall provide for physical examinations for unit employees as required at no cost to the employee. The employer shall provide for physical examinations when required at no cost to the employee.

Section 7. Duty Limitations. An employee who has incurred an on-the-job injury will be required to perform duties only to the extent and limits as prescribed by medical personnel.

Section 8. Workman's Compensation. An employee who has incurred an on-the-job injury and lost time occurs will, as soon as practical, complete an application for Workman's Compensation IAW applicable laws and regulations.

Section 9. Special Needs. The employer agrees to provide reasonable accommodations to unit employees with known qualifying physical or mental limitations. Reasonable accommodations will be on a case-by-case basis, and is a logical adjustment to job or work environment which enables such employees to perform their essential duties.

Section 10. Bottled Water. Due to test results of drinking water conducted by the Naval Weapons Station, bottled water is authorized for use in the following buildings: 3232, 3236, and Wharf Alpha. All water bottles will be stored in Building 3232 for consumption in all three buildings. The government credit card will be used to replenish water supplies as needed.

ARTICLE 28

SPECIAL TOOLS AND CLOTHING

Section 1. The employer agrees, subject to the provisions of applicable regulations, to bear the expense of special tools, clothing and equipment that may be required.

ARTICLE 29

TRAVEL

Section 1. General. Travel expenses, for and at the direction of the employer, shall be reimbursable in accordance with applicable regulations. To the maximum extent practicable, the employer will schedule the employee to be in travel status and away from his official duty station within the employee's regularly scheduled workweek. When travel during non-duty hours is required, an employee cannot be compensated for time spent in travel away from the official duty station unless it meets one or more of the conditions set forth in 5 U.S.C. 6101 (b) or 5 C.F.R. 551.422.

Section 2. Overtime in Travel Status. Members of the unit required to perform services beyond the regularly scheduled workday while on temporary duty shall be reimbursed for authorized overtime in accordance with applicable rules and regulations.

Section 3. Transportation. The employer will make every reasonable effort to furnish government transportation for employees to accomplish their assigned duties. Transportation requirements will be in accordance with applicable statute and MTDC-SOC SOP 55-1. No employee will be required to utilize a privately owned vehicle in connection with assigned duties. Employees are encouraged to volunteer the use of their privately owned vehicle during times of government vehicle shortages when the employer agrees to authorize mileage reimbursement in accordance with applicable rules and regulations.

Section 4. Lodging. Lodging will be used in accordance with the Joint Travel Regulations and other regulatory and command guidance. In the event an employee refuses government quarters, the employee may document and submit reasons to the employer requesting reimbursement of lodging expenses incurred. Reimbursement will be on a case-by-case basis, but will primarily be determined on safety, health, hygiene, or security issues.

ARTICLE 30

ORIENTATION IN LABOR-MANAGEMENT RELATIONSHIPS

Section 1. A copy of this Agreement shall be given to each newly hired employee during orientation. The union will be allowed fifteen (15) minutes time with the new employee as soon as practical upon reporting to duty. The purpose of which is to explain the recognition of the union, purpose of the union, entitlement to representation, and union benefits.

ARTICLE 31

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)

Section 1. General. The Civilian Employee Assistance Program offers assistance to employees who have problems involving alcoholism, drug abuse or other personal problems that

may result in impairment of job performance or job-related conduct. The employer and the union recognize the benefits to be derived by participation in the CEAP. Employees are strongly encouraged to utilize this program if they recognize that they may have alcohol, drug abuse, or serious personal problems.

Section 2. Confidentiality. Unit employees who suspect they may have an alcohol, drug abuse or personal problem are encouraged by the employer and union to voluntarily seek counseling and information on a confidential basis with a CEAP counselor. The counselor will provide information regarding possible sources that are available to assist the employee.

Section 3. Job Protection. No employee will have his job security or promotion opportunities jeopardized by making a request for professional assistance or referral, except as limited by laws that relate to sensitive positions. Employees with problems of alcohol abuse or drug abuse will receive the same consideration and offer of assistance that is extended to other employees having any other illness or health problem.

Section 4. Leave Authorization. Unit employees may be granted accrued sick leave, annual leave, or leave without pay for the purpose of treatment or rehabilitation as with any other illness.

ARTICLE 32

DUES WITHHOLDING

Section 1. General. The employer shall deduct union dues from the pay of all eligible employees who voluntarily authorize such deductions in accordance with the provisions set forth herein.

Section 2. Union Dues Deduction. The employer will deduct union dues from the employee's pay by the employer each payroll period when the following conditions have been met:

a. The employee is a member in good standing of the union or has signed up for membership in the union.

b. The employee's earnings are regularly sufficient to cover the amount of the allotment.

c. The appropriate union official has completed and signed Section A of SF 1187.

Section 3. Union Membership. Deduction of dues shall begin with the first pay period, which occurs after receipt of the SF 1187 by the employer, providing that SF 1187 is received by noon of the Monday preceding the beginning of the biweekly pay period.

Section 4. Union Dues Deduction and Changes. The amount of union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified by the authorized union official. Such change shall begin with the first pay period after receipt of the notice of change by the employer, or a

later date if requested by the union. Such changes shall not be made more frequently than once each twelve months.

Section 5. Dues Allotment. An employee's voluntary allotment for payment of union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

a. Loss of exclusive recognition by the union.

b. Separation of the employee from the unit for which the union is the exclusive representative.

c. Notice from the union that the employee has terminated his membership or has been expelled.

Section 6. Termination of Union Membership. An employee may terminate his union membership by submitting an SF 1188 in duplicate to the employer requesting termination of his union dues allotment. The duplicate copy will be promptly forwarded from the employer to the union upon receipt from the employee. The union is responsible to educate all unit employees on the voluntary nature of the withholding program. The employee shall not terminate the allotment earlier than one year following the effective date the unit employee authorized the deduction. Cancellation requests submitted subsequent to the first year period shall be forwarded to the employer within fifteen (15) to thirty (30) days prior to the anniversary of the effective date. The cancellation will be effected on the anniversary pay period.

Section 7. Union Membership Listing. The employer shall transmit to the union secretary-treasurer promptly after each regularly scheduled pay period the following:

a. An alphabetical listing in duplicate with the name and pay number of each union member having voluntary dues withholding, and the amount of each members deduction. Each list shall include the total monetary amount of all union dues deductions made from the employee, and the total number of such deductions.

b. A check shall be drawn on the Treasury of the United States and made payable to AFGE Local 2298 in the amount equal to the grand total of all such monetary deductions as noted on the payroll listing mentioned in Section 7 (a) of this Article.

ARTICLE 33

COMMITTEE ASSIGNMENTS

Section 1. The Union will be allocated representation on committees formed to advise the employer. Committees include, but are not limited to; charity, bond drives, recreation, or other committees that provide services or assistance (not job related) to unit employees. The union will furnish the employer, within five workdays of receipt of request, the designated members of

these committees. The employer and the union agree to actively support such causes and that committee members will be designated who are considered capable of performing these duties.

ARTICLE 34

GENERAL PROVISIONS

Section 1. Bulletin Board. The employer agrees to provide an unofficial bulletin board for each building for the posting of union notices and similar proper informational material. The union will be responsible for posting and removing such material in its designated space and maintaining the bulletin board space in an orderly condition. Material posted will promote good order and discipline. All material shall be subject to screening and approval by the employer before posting.

Section 2. Union Facilities. Space on the activity, including utilities, will be made available where practical for confidential conferences between union officials and employees with a job related complaints, and a place for union meetings outside regular working hours. The union agrees to leave the space in a clean and sanitary condition. Union representatives will have reasonable access to existing government telephones and access to a DSN telephone to contact Labor Relations Specialists as necessary to conduct investigations resulting from an employee grievance or Unfair Labor Practice (ULP).

Section 3. Handicapped Parking. The employer agrees, subject to safety and security concerns, to provide reserved parking spaces for employees with a handicap which impedes walking.

Section 4. Suggestion Program. When a suggestion is submitted for award consideration, its receipt will be acknowledged promptly and will be processed within a period of sixty (60) days. When more time is required for processing, progress reports will be provided to the originator as information becomes available.

Section 5. Military Personnel. Use of military personnel to perform the duties of authorized civilians will be in accordance with AR 570-4 and other appropriate Department of Defense and Department of the Army directives, and regulations. Military personnel will not be used to augment an existing civilian position.

ARTICLE 35

DRUNK AND DRUGGED DRIVING

Section 1. Definition: The Department of Defense in DOD Directive 1010.7 has defined "Intoxicated Driving" as "Drunk and Drugged Driving".

Section 2. Employee Rights:

a. All actions taken against the employee will be for just cause.

b. All actions taken by the employer under this article are subject to the provisions of Article 38, Negotiated Grievance Procedure.

c. All bargaining unit employees shall be guaranteed that none of their contractual or statutory rights will be denied.

Section 3. Suspension Exceptions. If requested, employees may be granted an exception to the suspension. The following are some, but not necessarily all, the reasons that an exception may be granted:

a. Physical handicap.

b. Personal or family hardship.

c. Lack of available transportation.

d. Driving is a requirement of the employee's position.

e. Employee is enrolled in an employee assistance program.

Section 4. Other Duties. Employees who are not granted an exception and whose positions require that they drive as part of their official duties may be assigned other duties with the same pay grade and pay for the suspension duration. The employer will make an extensive search in an attempt to place the employee.

Section 5. No Administrative Action for Off Premise Offenses. The employer will take no administrative action against any employee for off premise offenses as spelled out in Section 2 without nexus (link or connection) to just cause.

Section 6. Employee Assistance Program (EAP).

a. The employer will encourage employees who have been arrested for "Drunk and Drugged Driving" to meet with an employee counselor or any outside organization for assistance and counseling with their problems. This is a voluntary action on the part of the employee.
b. The union will be a participating member of the Employee Assistance Program.

ARTICLE 36

AFGE HEALTH BENEFIT PLAN

Section 1. AFGE Health Benefit Plan brochures will be provided to the Civilian Personnel Office by the Union. A copy of this brochure will be distributed to each employee at the time of his employment and to each employee in the unit during open season.

ARTICLE 37

PERFORMANCE APPRAISAL

Section 1. General. Bargaining unit employees shall be evaluated under a performance appraisal system based upon performance standards and critical elements which are related to the employee's position in keeping with current and future instructions under AR 690-400 Chapter 430.

Section 2. Critical Elements. Employees may be consulted by the Employer in the development of the performance standards and critical elements appropriate to their respective position. Written comments and observations regarding performance standards may be provided to the employer by the union.

Section 3. Appraisal Standards. If requested, a current copy of the employees position description will be provided. Employee will be informed of the performance standards and critical elements related to that position as early as practicable, but in not less than thirty (30) days after to the beginning of the appraisal performance period. Supervisors will explain the standards to the employee. The employee will acknowledge such explanation by initialing a form to be provided by the employer. A copy of the performance standards will be furnished to each employee.

Section 4. Performance Appraisal. A performance appraisal will be given to the employee as early as practicable, but not more than forty-five (45) days after the end of the rating period. The employee will receive the original performance appraisal after completion.

Section 5. Performance Failure. Any time an employee's performance falls below the satisfactory level, a special review will be conducted. This review will be documented and will serve to alert the employee that improvement is necessary. In keeping with current regulations, recommended corrective actions are required for performance below the satisfactory level. When a unit employee is performing at an unacceptable level, the employee will be notified in writing of unacceptable performance, what action must be taken by the employee to improve his performance to an acceptable level, and what assistance will be provided by the employer. The employee will be given at least thirty (30) days to bring his performance up to an acceptable level. At the end of this period, the employee will be reevaluated and informed in writing of his performance. If the performance has not improved and adverse action is necessary, the employer will give the employee at least thirty (30) days advance written notice of the proposed action setting forth in detail the basis for the proposed action. The employee will have ten (10) workdays in which to respond to the proposed action. However, if the employee has demonstrated noticeable improvement in performance, but has not achieved a fully acceptable level of performance, the thirty (30) day notice may be extended an additional thirty (30) days.

Section 6. Appraisal Grievance. Unit employees may appeal the performance appraisal or summary objective rating assigned under this article through the negotiated grievance procedure contained in Article 38.

ARTICLE 38

GRIEVANCE PROCEDURE

Section 1. A Grievance Means any Complaint:

a. By a unit employee concerning any matter relating to employment of the employee.

b. By the union concerning any matter relating to the employment of any unit employee.

c. By any unit employee, the union, or the employer concerning:

(1) The effect or interpretation or a claim of breach of a collective bargaining agreement.

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting any condition of employment by an employee shall be limited to such matters that personally affect the employee.

Section 2. Negotiated Grievance Procedure (NGP). The NGP shall be the exclusive procedure available to the union, the employer, and the employees in the bargaining unit for resolving grievances. Typical matters excluded from this article and Article 39 (Arbitration) are summarized as follows:

a. The classification of any position that does not result in the reduction in grade or pay of an employee.

b. Any claimed violation of Title 5 U.S.C. relating to prohibited political activities.

c. Matters related to retirement, life insurance, or health insurance.

d. Matters relating to any examination, certification or appointment.

e. Suspension or removal for failure to qualify for security reasons.

Section 3. NGP or MSPB. An employee who has been removed or reduced in grade for unacceptable performance, or who has been subject to removal or a suspension for more than fourteen (14) calendar days may at the employee's option appeal the matter to the Merit Systems Protection Board (MSPB), or file a grievance in accordance with procedures contained in this article, but not both. An employee shall be deemed to have exercised this option by their written consent.

Section 4. Non-Representation. The union is not required to represent non-union members of the bargaining unit on any matter for which a statutory or regulatory appeals procedure exists.

Section 5. Federal Mediation and Conciliation Service (FMCS). In the event either party should declare a grievance a non-grievance or non-arbitrary, the dispute shall be referred to FMCS to mediate the threshold issue prior to submission to arbitration.

Section 6. Resolving Grievances at Lowest Level. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The employer and the union agree that every effort will be made to settle the employee's grievance at the lowest possible level. In as much as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or value to the organization. Reasonable time during working hours will be allowed for employees and union representatives to discuss, prepare, research and present grievances to the employer. Union officials will not solicit grievances.

Section 7. Grievance Steps:

a. Step 1. Any grievance shall first be taken up orally by the concerned employee, or union representative with the immediate supervisor in an attempt to settle the matter. Grievances must be presented within fifteen (15) calendar days from the date the employee or the union became aware of the incident or occurrence. A union representative must be present if the employee desires. If the employee presents a grievance directly to the employer for adjustment, consistent with the terms of this agreement, the union shall have an observer present. Reasonable time during working hours will be allowed for employees and union representatives to prepare for and present grievances.

b. Step 2. If the matter is not satisfactorily settled following the initial discussion or step 1, the union may within five (5) working days, submit the matter in writing to the next level supervisor. The second level supervisor will meet with the union representative and the aggrieved employee within five (5) working days after receipt of the grievance. The supervisor shall give the union representative his written answer within five (5) working days after the meeting.

c. Step 3. If the grievance is not settled at Step 2 the union representative may forward the grievance within five (5) working days from date of receipt from the second level supervisor or step 2, to the 841st Transportation Battalion Commander. The Commander will review the grievance, consult with the supervisor and other unit employees as appropriate, then meet with the union representative and the employee, and give the union a written answer within five (5) working days after receipt of the grievance.

d. Step 4. If the employee is not satisfied with the Step 3 decision, the employee may request through the union, that arbitration be invoked. If the union elects to invoke arbitration, the union will notify the employer within forty-five (45) calendar days after receipt of the Step 3 decision

of the union's decision to request arbitration. The procedures of Article 39 (Arbitration) will apply.

Section 8. Union or Employer Initiated Grievance. Such grievances may be submitted to the Union President or the Commanding Officer, as appropriate, within fifteen (15) workdays after the act or occurrence that generated the grievance. An extension of this time line will be mutually agreed upon for unusual situations. After receipt of a written union grievance, the Commander will meet with the Union President or his representative within ten (10) workdays. Upon receipt of a written employer grievance the Union President or his designated representative will meet with the Unit Commander within ten (10) workdays. A decision will be rendered no later than ten (10) workdays following the meeting unless it is determined that the matter should be referred to a lower level for resolution. If referred to a lower level for resolution, the grievance will be processed in accordance with section 7 of this article. If the grieving party is not satisfied with the decision, the grieving party may, within thirty (30) calendar days from the date of the decision, elect to submit the unresolved grievance for impartial arbitration.

Section 9. Time Limits. Failure of the employer to observe the time limits for any step in the grievance procedure shall nullify that step, and allow the union to advance the grievance to the next step. Failure on the part of the aggrieved or the union to prosecute the grievance at any step of the procedure will have the effect of canceling the grievance. At any step in the grievance procedure where the resolution requested is granted, the grievance will be terminated and not subject to further grievance or arbitration proceedings.

Section 10. Disciplinary Action Grievance. In cases of grievances dealing with formal disciplinary actions, the employee will begin with the level of management that took the action.

Section 11. Witnesses and Documentation. At each step of the grievance procedure, the union and the employer may call a reasonable number of relevant witnesses and such employees shall suffer no loss in pay for such service. Employee witnesses requested by the union will be arranged through the employer prior to the date of the meeting. The parties shall produce and permit inspection of pertinent records insofar as is permissible without violating laws, or other higher authority, for the purpose of substantiating the contentions or claims of the aggrieved party. Any costs associated with non-employee witnesses shall be borne by the requesting party.

Section 12. Union Grievance. The parties agree that in the case of identical grievances involving a group of employees arising from the same condition or action, and disciplinary action is not involved, the union will initiate one union sponsored grievance. The names of all employees will be made a part of the record.

Section 13. Duty Status. The employer agrees that all grievance discussions shall be conducted while the employee is in duty status. Overtime will not be granted.

Section 14. American Federation of Government Employees (AFGE). Subject to proper clearance, a national representative of AFGE may participate in a Step 3 grievance discussion or

at an arbitration hearing, provided his attendance does not result in any additional cost to the employer.

ARTICLE 39

ARBITRATION

Section 1. Selecting the Arbitrator. The party invoking arbitration shall request, within five (5) workdays from the date of request, from Federal Mediation and Conciliation Service (FMCS) for arbitration and to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) working days after receipt of this list. If they can't mutually agree on one of these listed arbitrators, a coin toss will determine who strikes first. Each will strike one arbitrator's name from the list of seven (7) and this procedure will be repeated until one name remains, who shall be the duly selected arbitrator.

Section 2. Arbitrator Selection by Federal Mediation and Conciliation Service (FMCS). The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

a. Either party refuses to participate in the selection of an arbitrator.

b. Inaction or undue delay on the part of either party.

Section 3. Defining the Issue. The parties will attempt to define the issue in good faith. If a complete agreement cannot be reached on the issue prior to arbitration, the parties will present their respective issues to the arbitrator at the hearing. The arbitrator will then determine the issue to be heard. It is agreed that the issue shall be germane to the grievance as processed through the Negotiated Grievance Procedure (NGP). For the purpose of this article, germane is defined as closely related, relevant, pertinent, and to the point.

Section 4. Arbitrator Expenses. The arbitrator's fee and expenses shall be borne equally by the employer and the union provided the Army's cost for per diem and travel does not exceed that authorized by regulations and directives of higher authority. The employer retains the right to obtain the verbatim transcript of the arbitration hearing and will bear the cost of such transcript. The union, upon request, may be provided a copy of the transcript upon payment of one-half the cost of the transcript. The employer and the union shall share equally the expenses of any mutually agreed upon services in connection with the arbitration proceedings. Should either party request additional services, the requesting party shall pay the cost. The employer shall provide reasonable and suitable facilities for the arbitration hearing.

Section 5. Arbitration Hearing. The arbitration hearing shall normally be held during the regular day shift hours of a normal basic workweek. Employees serving as union representatives, the aggrieved employee and employee witnesses who have direct knowledge of the circumstances and factors bearing on the case, shall be excused from duty to participate in the

proceedings without loss of pay or charge to annual leave. No overtime or compensatory time will be authorized under this section for any unit employee participating in the hearing.

Section 6. Arbitrator's Decision. The arbitrator will be requested to render his decision to the parties as quickly as possible, but not later than thirty (30) days after receipt of the transcript, except when the parties otherwise agree. The arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement, as such right remains with the contracting parties and his decision will be limited to the issue or issues presented for arbitration. Either party may file with the Federal Labor Relations (FLRA) as prescribed by the Authority. If no exception to the arbitrator's decision is filed with the Authority during the thirty-day (30) period from the date of the arbitrator's decision, the decision shall be final and binding.

Section 7. Implementation of Decision. The arbitrator's decision will be implemented as soon as practical, except if either party appeals the award to the Federal Labor Relations Authority.

ARTICLE 40

DURATION AND CHANGES

Section 1. General. This Agreement shall remain in full force and effect for three years from the date of approval by the Department of the Army, Washington, D.C., except that it shall be terminated at any time it is determined the union is no longer entitled to exclusive recognition. Changes proposed by either the union or the employer will be submitted in writing at least ninety days prior to the expiration of this Agreement. On request of either party, the parties will meet to commence negotiations on a new Agreement on the sixtieth (60) day prior to the expiration date of this Agreement, or on the first work day following that date, if it should fall on other than a work day. This date may be modified by mutual agreement.

Section 2. Amendments. This Agreement may be opened for amendment by mutual consent of both parties. Modification or amendment of this Agreement may be required because of changes in the work place, the mission, etc.

Section 3. Binding Agreement. No agreement, alterations, understanding, variation, waiver or modification of any terms or conditions contained herein shall be made by any employee, or group of employees with the employer, and in no case shall it be binding upon the parties to this Agreement unless such agreement is made and executed in writing between the employer and the union.

ARTICLE 41

MEMORANDUM OF UNDERSTANDING

Section 1. Memorandums of Understanding (MOU) may be necessary to clarify provisions of this Agreement, or to establish new agreements between the employer and the union. When clarification is required both parties will meet for discussion. A decision on the wording of the

required clarification will be agreed by both parties. The clarification or new agreement will be prepared in the form of a MOU, signed by both parties, and made available to all employees. MOU's will remain in force until renegotiated by the employer and the union, or at the expiration of the MOU, if there is an expiration date.

ARTICLE 42

COPIES OF THE AGREEMENT

Section 1. The Employer will fund for printing copies of this Agreement.

a. The union will be provided a copy of the Agreement for each employee and half again for future employees.

b. Funding for additional copies for either party will be the responsibility of the requestor.

c. The design, print style, size, color, etc., of the Agreement will be agreed by each party.

APPENDIX 1

GRIEVANCE FORM

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES-LOCAL 2298
P.O. BOX 777
GOOSE CREEK, SC 29445-0777
TELEPHONE: (843) 572-2820

LOCAL 2298 GRIEVANCE CASE
NUMBER_____
NAME OF EMPLOYEE_____JOB TITLE_____
SECTION_____IMMEDIATE SUPERVISOR_____
DATE OF INCIDENT_____DATE PRESENTED TO SUPERVISOR_____

STATEMENT OF GRIEVANCE: _____
_____
_____
_____
_____
_____
_____
_____
_____

WHAT SECTIONS OF THE CONTRACT, LAW, AGENCY REGULATION, OR PERSONNEL MANAGEMENT RULES APPLY?
_____
_____

WHAT AGENCY PRACTICES, CUSTOMS, OR GRIEVANCE SETTLEMENTS APPLY TO THIS INCIDENT? _____

WHAT ADJUSTMENT IS EXPECTED?
_____
_____

STEWARD SIGNATURE_____

EMPLOYEE SIGNATURE_____

RESULT OF GRIEVANCE CASE NUMBER:

STEP # 2 RECEIVED BY (INITIALS): _____ DATE: _____

MEETING DATE: _____

MEETING EXTENSION:

STEP # 3 RECEIVED BY (INITIALS): _____ DATE: _____

MEETING DATE: _____

MEETING EXTENSION:

DATE OF NOTIFICATION OF INTENT TO GO TO ARBITRATION_____

DATE OF REQEST FOR ARBITRATORS: _____

DATE OF ARBITRATION: _____

RESULTS OF ARBITRATION: _____

APPENDIX 2

GLOSSARY

5 CFR: The section of the Code of Federal Regulations that pertains to government-wide civilian personnel issues.

AFGE: American Federal Government Employees (AFGE) herein referred to as the "Union".

AGREEMENT: The approved contract between the Employer and the Union.

ARBITRATION: A method of settling disputes through an impartial third party.

BARGAINING UNIT: The group of employees defined in this article for which the union is their exclusive representative.

CEAP: Civilian Employee Assistance Program. A professional and confidential counseling service that is available to unit employees and their families.

COLLECTIVE BARGAINING: The mutual obligation of the employer and the union to meet at reasonable times to consult and bargain in good faith to reach an agreement.

COLLECTIVE BARGAINING AGREEMENT: The Agreement and any later written amendments, supplements, memorandums of understanding (MOU's) entered into by the parties as a result of collective bargaining pursuant to the statute.

COMPRESSED WORK SCHEDULE (CWS): A work schedule where an employee gets one day off every pay period by working eight (8) nine (9) hour days and one (1) eight (8) hour day during the pay period.

EMPLOYEE(S): All individuals covered by bargaining unit.

EMPLOYER: 841st Transportation Battalion.

EXCUSED ABSENCE: Any approved leave or absence from duty.

FEFFLA: Federal Employees Family Friendly Leave Act. This Act allows federal employees to use sick leave to care for family members, arrange and attend funerals, etc.

FLRA: Federal Labor Relations Authority. A federal government organization whose functions include making decisions on appropriate bargaining units, deciding Unfair Labor Practice complaints, resolving exceptions to an arbitrator's award, and conducting elections.

FMLA: Family Medical and Leave Act. This act entitles federal employees to paid or unpaid leave for illness or to care for family members.

GRIEVANCE: A complaint filed by an employee, the Union, or the Employer alleging that a collective bargaining agreement has been violated, or that a law, rule, or regulation has been misinterpreted or misapplied.

MOU: Memorandum of Understanding. An MOU is a signed agreement between the employer and the union having the same force and effect as the Agreement.

OWCP: Office of Workers Compensation Program. OWCP is a division of the Department of Labor responsible for adjudication of occupational illness or injury claims.

PARTY/PARTIES: Joint reference to the Employer and the Union.

PAST PRACTICE: Existing practices that have become a condition of employment through long-term general use and acceptance.

STATUTE: Federal Labor Management Regulations, Chapter 71, Title 5, United States Code.

ULP: Unfair Labor Practice. Actions specified in Title 5 USC 7116, which the Employer and the Union must avoid.

UNION: American Federation of Government Employees, AFL-CIO, Local 2298. The exclusive bargaining representative for 841st Trans Bn bargaining unit employees.

UNIT: Employees designated by the Federal Labor Relations Authority as appropriate for representation by a labor union for the purpose of collective bargaining.

WEINGARTEN RIGHTS: The ruling that allows employees the right to request and have union representation during certain administrative interviews and investigations.

IN WITNESS WHEREOF the Parties hereto have by their signature hereon executed this agreement on this 2nd day of October 2002.

FOR THE EMPLOYER:

Mary Ellen Poole
Labor Relations Specialist
Chief Negotiator

Negotiator

Joan B. Coates
Negotiator

FOR THE UNION:

Robert C. Linnell
Unit President, AFGE Local 2298
Chief Negotiator

Bobby D Richardson
Negotiator