

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:

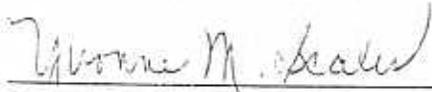
**a. Competitive Area:** A competitive area is the organizational or geographical boundary for reduction in force (RIF) competition. Employees can displace other employees only within their competitive area. Competitive areas that may be of interest to bargaining unit members are:

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