

NEGOTIATED AGREEMENT  
BETWEEN

U.S. ARMY TRANSPORTATION  
CENTER

~~U.S. TROOP SUPPORT AGENCY~~  
~~INFORMATION SYSTEMS COMMAND~~  
~~FORT STORY COMMISSARY STORE~~  
FORT STORY, VIRGINIA

and

AMERICAN FEDERATION

of

GOVERNMENT EMPLOYEES

Local <sup>22</sup>~~1625~~

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Good until ~~2002~~  
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SMOKING/USE OF TOBACCO  
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#### **PREAMBLE**

This is an AGREEMENT between the U.S. Army Transportation Center (USATC) in its capacity both as EMPLOYER of USATC personnel at Fort Story and as the servicing activity of U.S. Army Troop Support Agency and Information Systems Command tenant personnel at Fort Story, Virginia, hereafter called the EMPLOYER, and the American Federation of Government Employees, Local Union No. 1625 hereafter called the UNION.

In accordance with the provisions of Public Law 95454, the "Civil Service Reform Act of 1978", hereafter called the STATUTE, and subject to all applicable Executive Orders, laws, and other government-wide regulations, the following articles constitute the entire agreement and there shall be no side agreements or understandings written or implied, other than those embodied in the agreement. The parties have full opportunity to raise any and all issues during negotiations, and this agreement represents the sum total of the terms and conditions, which the parties agree to abide by for its duration.

#### **ARTICLE 1**

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

Section 101. The EMPLOYER hereby recognizes the UNION as the exclusive representative of all employees in the Unit as defined in Section 102 below. The UNION recognizes its responsibility of representing the interests of all such employees without discrimination and without

regard to UNION membership. Representation beyond the 3rd step of the negotiated grievance procedure will not occur prior to approval of the Union Arbitration Committee.

**Section 102.** The AGREEMENT is applicable to all employees assigned to the EMPLOYER with duty station at Fort Story, Virginia, and paid from appropriated funds except those positions specifically excluded by the STATUTE, which include management officials, supervisors, employees engaged in federal personnel work except in a purely clerical capacity, professionals, confidential employees, temporary employees and employees temporarily assigned to Fort Story.

## ARTICLE 2

### PROVISIONS OF LAW AND REGULATION

**Section 201.** The AGREEMENT is binding upon and will govern the actions of the EMPLOYER, the UNION, and employees defined in Section 102. In the administration of all matters covered by the AGREEMENT, the UNION, EMPLOYER, and employees are subject to and adhere to existing and properly implemented future laws and Government-wide regulations and DOD, DA, TRADOC, U.S. Army Troop Support Agency, Information Systems Command, U.S. Army Transportation Center and Fort Eustis, and Fort Story rules, regulations and policies.

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## ARTICLE 3

### CONSULTATION AND NEGOTIATION

**Section 301.** Matters appropriate for consultation or negotiation between the parties are policies and practices relating to conditions of employment, which are within the discretion of the EMPLOYER and changes of laws and regulations or policies directive in nature to the EMPLOYER that may warrant changes to conditions of employment.

**Section 302.** Either party has the right, at reasonable times, to meet and discuss with the other concerning subjects appropriate for consultation or negotiation as outlined in Section 1, above. The party desiring a meeting shall give reasonable notice to the other party specifying the subject matter to be discussed and, if appropriate, summarizing the incident or condition, if any, which necessitates the meeting.

## ARTICLE 4

### RIGHTS OF THE EMPLOYER

**Section 401.** Subject to Section 402, nothing shall affect the authority of the EMPLOYER:

- a. to determine the mission, budget, organization, number of employees and internal security practices; and
- b. in accordance with applicable laws:

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

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

(3) with respect to filling positions, to make selections for appointments from:

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

(b) any other appropriate source; and

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

Section 402. Nothing in this Article shall preclude the EMPLOYER and the UNION from negotiating:

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

b. procedures which management officials of the EMPLOYER will observe in exercising any authority under the Article; or

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

## ARTICLE 5

### RIGHTS OF EMPLOYEES

Section 501. Employees shall have the right to join or assist any labor organization, or to refrain from 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 under this Article, such right includes the right:

a. to act for the UNION in the capacity of a representative and in that capacity, to present the views of the UNION to heads of agencies and other officials of the Executive Branch of the Government, the Congress or other appropriate authorities, and

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this Article. Section 502. All provisions of this AGREEMENT shall be applied fairly and equitably to all employees within the Unit.

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## ARTICLE 6

### RIGHTS OF THE UNION

**Section 601.** The UNION is the exclusive representative of the employees in the Unit and is entitled to act for, and negotiate collective bargaining AGREEMENTS covering all employees in the Unit. The UNION is responsible for representing the interests of all employees in the Unit without discrimination and without regard to labor organization membership. Representation beyond the 3rd step of the negotiated grievance procedure will not occur prior to approval of the Union Arbitration Committee.

**Section 602.** The UNION shall be given the opportunity to be represented at:

a. any formal discussion between one or more representatives of the EMPLOYER and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

b. any examination of an employee in the Unit by a representative of the EMPLOYER in connection with an investigation if:

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

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(2) the employee requests representation.

**Section 603.** The rights of the UNION under the provisions of this Article shall not be construed to preclude an employee from exercising grievance or appellate rights established by law, rule or regulation; except in the case of grievance or appeal procedures negotiated under Article 23.

## ARTICLE 7

### RIGHT OF UNION REPRESENTATION

**Section 701.** The EMPLOYER shall recognize the elected officers and duly designated stewards of the UNION. UNION stewards shall be employees of the unit. The UNION will keep the EMPLOYER currently advised in writing of the names of its officers and stewards and the designation of the areas they cover; this information shall be posted on appropriate bulletin boards. Normally, the UNION steward shall act only for the employees in the areas he covers. The UNION will promptly notify the EMPLOYER of any proposed change of UNION stewards.

**Section 702.** The number of stewards shall be the minimum number required to assure that each employee in the bargaining unit has access to a steward on his work shift and work location. The UNION will not knowingly appoint as a steward any person who has been denied a security clearance, or whose security clearance has been revoked or suspended. The UNION is responsible for selecting stewards familiar with the area for which they

provide representation. Under no circumstances shall more than one steward be selected from any branch of any organization of the EMPLOYER. The overall ratio of stewards to employees shall not exceed 1 to 100, except in those areas where shift work may require additional stewards.

**Section 703.** UNION stewards and elected officers of the unit shall be authorized reasonable working time during duty hours to perform official UNION-Management duties. There shall be no restraint, interference, coercion or discrimination against the steward because of the performance of such duties. UNION stewards and elected officers shall conduct their business with dispatch. Under normal circumstances, stewards as opposed to officers, will provide representation to employees concerning grievances and meetings with firstline supervisors.

**Section 704.** A UNION steward or elected officer of the unit while on UNION-Management business within the terms of this Agreement, shall obtain the permission of his immediate supervisor prior to leaving his assigned work area to conduct such business. If the UNION steward or elected officer of the unit enters another work area, he will obtain the permission of the supervisor present prior to conducting UNION-Management business. A UNION steward or elected officer shall sign a Request to Leave Assigned Work Area to Perform Representational Duties Form (Appendix A of this agreement), at the time permission is sought to perform

official UNION-Management duties. The steward/officer will notify the supervisor when the steward/officer returns to the worksite upon completion of said duties. The steward/officer will designate the type of function to be performed by checking the appropriate block on the request form.

**Section 705.** Permission for a UNION steward or elected officer of the unit to conduct UNION-Management business will be dependent upon the exigencies of the work required to be performed in the assigned duty area.

**Section 706.** In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and nonofficial activities, those activities concerned with the internal management of the UNION, soliciting membership, collecting dues, campaigning for UNION officers, and distributing literature will be conducted outside of regular working hours. UNION stewards and elected officers of the unit may receive and investigate and submit, but shall not solicit complaints or grievances from an employee of the unit.

**Section 707.** If UNION steward's or elected officer's of the unit use of regular working hours for consultation with employees of the EMPLOYER interferes unduly with the proper performance of his official duties as an employee, the matter will be objectively discussed with him or her

and other officers of the UNION in order to find a satisfactory solution.

**Section 708.** Authorized representatives of the AFGE will be allowed to visit the installation at reasonable times on appropriate UNION business, subject to advance coordination with the Peninsula Civilian Personnel Support Activity (PCPSA), Management-Employee Services Branch (MES) and applicable security regulations.

**Section 709.** A reasonable amount of time without charge to leave or loss of pay will be allowed a Unit employee to make a presentation at a hearing before the Local Wage Survey Committee when scheduled to do so by Committee and when selected by the Union as an official representative of the UNION.

**Section 710.** Officers and stewards may use the desk and telephone facilities normally assigned to them incidental to their officially assigned duties, for handling employee grievances and complaints, except for toll calls.

## ARTICLE 8

### EMPLOYEE-MANAGEMENT COMMUNICATION

**Section 801.** Effective communication between management and the individual employee is essential to the effective accomplishment of the mission of the EMPLOYER. The EMPLOYER will inform employees of subjects such as safety, training, promotion

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announcements and opportunities, work load, backlog, group performance, management studies and other information pertinent to the mission of the EMPLOYER, consistent with security requirements, will be discussed.

**Section 802.** The EMPLOYER will give personnel at all levels the opportunity to express their individual opinions on matters and to suggest ways and means to improve the administration of his/her unit. The EMPLOYER will ensure that the recommendations or comments offered by all employees be given reasonable consideration and prompt response; will advise the employees of action taken; and will make known to all personnel that their individual efforts are needed to maintain the mission of the EMPLOYER.

## ARTICLE 9

### HOURS OF WORK

**Section 901.** The Administrative workweek of employees in the unit is typically the calendar week, 0001 hours Sunday through 2400 hours Saturday.

**Section 902.** The basic workweek normally will consist of five (5) consecutive eight (8) hour workdays. Monday through Friday inclusive, unless management feels it is necessary to alter in order to accomplish its mission requirements. Employees shall be granted, on a nonpaid basis, at least one-half (1/2) hour for lunch each workday. When a normal lunch period is not feasible in a shift, a 20minute lunch period will be permitted and

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considered as time worked for which compensation is allowed, provided that in such cases the lunch period must be spent in close proximity to the employee's work area and he/she shall be required to perform his/her usual duties during the lunch break.

**Section 903.** The EMPLOYER agrees that when employees are required to work during the normal lunch period they shall be granted a lunch period equal in length to the normally designated lunch period.

**Section 904.** The EMPLOYER shall notify the UNION and the employee(s) as far in advance as reasonably feasible of contemplated changes in shifts and duty hours. The EMPLOYER agrees that prompt attention will be paid to any allegation that the EMPLOYER has abused its discretion in making shift changes.

**Section 905.** When manning irregular shifts, the EMPLOYER will request volunteers. The EMPLOYER will give special consideration to using qualified volunteers. Assignments will be made by the EMPLOYER's determination of skills required. When volunteers are insufficient to meet the EMPLOYER's requirements, the EMPLOYER will make a reasonable effort to equitably rotate shifts among qualified unit employees. Irregular shifts will not normally exceed thirty calendar days except when dictated by mission requirements, skill shortages, or when approved by the

EMPLOYER for volunteers for longer periods of time.  
NOTE: Reference Article #34 for firefighters.

#### ARTICLE 10

##### CURTAILING ACTIVITIES

**Section 1001.** When the EMPLOYER determines that activities must be curtailed due to inclement weather, power failures, or other interruptions, employees whose services cannot be utilized will be relieved from duty or excused in accordance with applicable regulations. If activities are curtailed, personnel considered essential to meet emergencies in protecting property and maintaining minimum required service, such as communications, utilities, safety, etc., will be required to report for or remain on duty.

**Section 1002.** Where activities are curtailed during working hours, employees who are to be administratively excused will be promptly notified.

**Section 1003.** When it is determined that activities are to be curtailed prior to normal working hours, notice will be given to local radio and television stations promptly after the decision is made to curtail activities.

**Section 1004.** When the EMPLOYER determines that activities must be curtailed due to breakdown of equipment, employees in a work status whose services are not essential and cannot be utilized will be

administratively excused without charge to leave for that portion of the shift for which excusal is authorized.

**Section 1005.** When weather conditions are such that local or state authorities declare a curfew under a state of emergency and direct people to stay off the roads, essential employees will make every effort to report for duty. If it is impossible for mission essential employees to report for duty, they will be excused in accordance with this article and TCFE 6002.

## ARTICLE 11

### OVERTIME

**Section 1101.** Overtime is assigned by the EMPLOYER to employees as it deems necessary to satisfy mission requirements. Duration of overtime is at the EMPLOYER'S discretion except that call back overtime will be counted as a minimum of two hours. Overtime is paid in accordance with Federal law and regulation.

**Section 1102.** Because overtime is directly related to mission needs, the EMPLOYER will assign overtime to employees whose jobs contribute to the mission needing overtime, in an equitable manner. The EMPLOYER will maintain overtime records and upon request from the UNION or an affected employee will make them available to the extent necessary to aid in resolving alleged inequities provided the request identifies the employee or group of employees involved. If an employee is relieved of an overtime assignment at his/her request, the hours

declined will be considered as hours worked in determining the equity of the overtime distribution.

**Section 1103.** Opportunity to work overtime will not be denied an employee solely because of his/her use of annual or sick leave in accordance with established regulations and provisions of this AGREEMENT. However, Command policy is against consistent assignment of overtime concurrent with the approval of annual leave. Nothing in this section shall be so construed as imposing an obligation upon the EMPLOYER to assign overtime to an employee who is not present on the date the overtime is assigned, or is not in a work status during his/her shift immediately preceding the overtime assignment.

**Section 1104.** Employees called in to work outside of and not connected with their basic work week shall be compensated for a minimum of two hours regardless of whether the employee is required to work the entire two hours.

**Section 1105.** An employee detailed into another work area within the Unit will be considered for overtime assignments on the same basis as regularly assigned employees.

**Section 1106.** The EMPLOYER will notify employees of overtime assignments promptly after establishing firm overtime requirements. Every reasonable effort will be made to provide this notice at least twenty-four hours in advance or forty hours in

advance if the assignment will occur on Saturday or Sunday. This section does not apply to emergencies.

**Section 1107.** When employees are scheduled for overtime at the regularly scheduled starting time on Saturday or Sunday, and after reporting the EMPLOYER determines the employee's services cannot be utilized for the entire eight-hour shift, the EMPLOYER will make a reasonable attempt to keep the employee gainfully employed by assigning him/her to other duties. Every reasonable effort will be made to ensure that work normally assigned to employees is performed by properly qualified employees.

**Section 1108.** During overtime assignments which extend beyond the normal eight-hour day, affected employees so assigned will be entitled to a midway break not exceeding fifteen minutes during each continuous four hours in a duty status.

**Section 1109.** During overtime assignments which extend beyond the normal eight-hour day, affected employees so assigned shall be permitted to eat on the job while continuing to work.

## ARTICLE 12

### ENVIRONMENTAL DIFFERENTIALS (WG) PHYSICAL HARDSHIP OR HAZARD DIFFERENTIALS (GS)

**Section 1201.** Wage Grade employees in the Unit performing work that entitles them to additional environmental differential in accordance with Appendix J of FPM 532 and General Schedule employees within the Unit performing work that entitles them to additional pay in accordance with Appendix A of FPM 550 shall be paid in accordance with those regulations.

**Section 1202.** The EMPLOYER will inform employees of the positions and types of work under their control which have been approved for payment of environmental differential. If an employee believes that he/she is entitled to pay differential for a job assignment and has not been so advised, he/she should call the matter to the attention of the EMPLOYER who will make a determination and advise the employee of his/her determination. If the employee is dissatisfied with the EMPLOYER'S decision, it may be resolved through the grievance procedure.

**Section 1203.** When the EMPLOYER or the UNION determines or proposes that a local work situation is such that it should be included or excluded from coverage under payable categories of Appendix J of FPM 532 or Appendix A of FPM 550, it will notify the other party of the title,

location, and nature of the hazard to justify or deny payment of the differential. Within ten calendar days of receipt of the proposal the parties will meet for the purpose of negotiating a joint request to establish such percentages or categories. The request will be referred to the Office of Personnel Management in accordance with FPM 532 or FPM 550, whichever is appropriate.

### ARTICLE 13

#### ANNUAL LEAVE

**Section 1301.** Employees shall earn annual leave in accordance with applicable laws and regulations. Annual leave shall be scheduled fairly and equitably for all employees. Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the employee. Except where circumstances beyond the control of the employee do not permit, the employee must contact the supervisor, or his designated representative, either personally or by phone during the first two (2) hours of the regular workday and request approval of the use of annual leave. Approval of such leave will be requested by the employee from his supervisor or designated representative at the telephone number provided by the supervisor except where circumstances beyond the control of the employee as determined by the EMPLOYER, do not permit.

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**Section 1302.** Annual leave will be granted to employees for the purpose of rest, relaxation, recreation, death in an employee's family, etc., consistent with workload requirements. A decision will be given as soon as possible, after the receipt of the request for leave. In deciding to grant leave, priority will be given to early requests and to requests where a hardship to the employee would result if a prompt decision is not made.

**Section 1303.** Except for the exigencies of the public business, it is agreed that the granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee because of limitation of leave accumulation. The EMPLOYER will require employees to schedule leave throughout the year consistent with workload requirements to prevent such forfeiture.

**Section 1304.** No employee shall be called back from leave unless deemed necessary by the EMPLOYER.

**Section 1305.** Annual leave will not be cancelled by the EMPLOYER unless emergencies or other legitimate reasons for cancellation are given to the employee.

### ARTICLE 14

#### SICK LEAVE

**Section 1401.** The UNION and the EMPLOYER mutually recognize the benefits of a sick leave conservation program. The EMPLOYER shall periodically

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inform employees of the benefits associated with sick leave conservation.

**Section 1402.** When properly requested, accrued sick leave will be granted to eligible employees when they are incapacitated for the performance of duties for reasons of illness, injury, or pregnancy and confinement. Notification of incapacity for duty shall be made by the employee to the immediate supervisor, or designee, not later than two hours after the start of the employee's shift on each day of incapacitation. The employee shall state the nature of the incapacitation along with the expected duration when requesting sick leave.

**Section 1403.** For extended absences, 5 work days, or longer, the employee will at the request of the EMPLOYER furnish the following:

- a. Expected duration of absence
- b. Progress of treatments
- c. Name, address, and phone number of attending physician
- d. Telephone number and address where employee can be reached

**Section 1404.** Except in cases of emergency, leave for medical, dental, and/or optical appointments shall be scheduled at least two workdays in advance of the appointment. The date and time of the appointment shall be provided at the time of the request for leave. Employees

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shall make an effort to schedule medical, dental, and optical appointments during non-duty hours. The UNION agrees to assist the EMPLOYER in encouraging employees, when possible, to schedule appointments during non-duty hours.

**Section 1405.** Except as hereinafter provided, employees shall not be required to furnish a medical certificate to substantiate requests for sick leave unless such leave exceeds three (3) workdays. It is agreed and understood that the Employer has the right to require that an employee furnish a medical certificate for each absence which he claims was due to incapacitation for duty on the following basis:

- a. There is reasonable evidence that the employee has abused sick leave privileges within the previous six (6) months period;
- b. And the Employer has counseled the employee in respect to the use of his sick leave, a record of such counseling is on file (with a copy to the employee), and the sick leave record of the employee subsequent to the counseling does not indicate improvement; and
- c. The employee has been furnished written notice that he must furnish a medical certificate for each absence which he claims was due to illness. It is further agreed that the Employer will review the sick leave record of each employee required to furnish a medical certificate for each absence which he claims was due to incapacitation no later than three months from the date of issuance of the written

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requirement for medical certification. Where such review reveals no reasonable evidence that the employee has abused sick leave privileges during the review period, the employee will be notified in writing that a medical certificate will no longer be required for each absence which is claimed as due to illness for periods of three (3) days or less. If there has been no satisfactory improvement, the employee will be advised in writing that a sixty (60) day continuation of the medical certification may be required.

**Section 1406.** Employees who are sent home sick by the EMPLOYER or medical officer shall not be required to furnish a medical certificate to substantiate such absence. In cases where an employee is required to submit a medical certificate for each absence which is claimed as due to illness in accordance with Section 1405, such certificate will be furnished for periods of absence subsequent to the day he/she is sent home from the activity.

**Section 1407.** If an employee furnishes administratively acceptable evidence showing that the employee's absence was necessary in order to give care and attendance to a member of his/her immediate family who was afflicted with a contagious disease requiring isolation or restriction of movement for a particular period as mandated by local health authorities, sick leave will be granted.

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**Section 1408.** Upon written request, including the presentation of supporting medical certification, sick leave may be advanced to employees, not to exceed thirty (30) workdays, for cases of serious illness or disability subject to the following provisions:

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

**Section 1409.** This section applies to firefighters. Requests for sick leave will be made to the immediate supervisor no later than 0745 hours so that the supervisor can arrange for overtime, if needed, before the off-going personnel are relieved of duty at 0800 hours. Firefighters will not be required to furnish a medical certificate to substantiate requests for sick leave of 2 consecutive

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24hour tours of duty or less, unless subject to a letter of requirement directing otherwise.

**Section 1410.** Official medical records maintained by the EMPLOYER shall be made available only to supervisors of the employee, officials that review these records for official purposes, and the employee's UNION representative or personal physician if requested by the employee, and others entitled by STATUTE to review such records.

## ARTICLE 15

### LEAVE WITHOUT PAY

**Section 1501.** Leave without pay (LWOP) is requested and granted in the same fashion as annual leave and is granted at the discretion of the EMPLOYER. The approval of a LWOP request will be granted in accordance with applicable laws and regulations.

**Section 1502.** Employees in the Unit may be elected or appointed as delegates to a UNION convention or other such function which necessitates an absence from the activity. In this regard, the EMPLOYER will make every reasonable effort to authorize annual leave when accrued and due or otherwise leave without pay for such employees provided reasonable advance notice is given and the employee's services can be spared.

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**Section 1503.** The EMPLOYER will guarantee to the employee carried in a LWOP status all benefits to which he/she is entitled by applicable Federal law.

## ARTICLE 16

### HOLIDAYS

**Section 1601.** Eligible employees shall be entitled to all holidays now prescribed by law and any that may be added by law, and any that may be designated by Executive Order.

**Section 1602.** When a holiday is outside an employee's basic work week, the immediately preceding workday will be his/her holiday, except when the non-work day on which the holiday falls is the non-workday designated as the employee's day off in lieu of Sunday. In the latter case, the holiday observance is moved to the next succeeding workday.

**Section 1603.** Employees in a pay status shall receive eight hours pay at their regular basic hourly rate plus appropriate shift differential on all days defined as holidays that they are not required to work, except as provided otherwise in appropriate laws and regulations.

**Section 1604.** Employees working on a holiday within their basic work week are entitled to premium pay in accordance with applicable regulations.

## ARTICLE 17

### ADMINISTRATIVE EXCUSAL

**Section 1701.** Union representatives will be excused without charge to leave to attend training or receive briefings on subjects within the scope of the STATUTE, considered by the EMPLOYER to be of mutual benefit. The leave to be granted will ordinarily not exceed the maximum time limits prescribed by law or regulation. The UNION shall submit in writing to the MES Branch, PCPSA, two weeks in advance, any request for administrative leave, to include the following information: Name(s) of representative(s); date; time; place of training or orientation sessions; specific subject matter to be covered and the benefits from such training that are expected to be derived by the EMPLOYER. The MES Branch, PCPSA, will render its decision normally five (5) days prior to the start of the requested period.

**Section 1702.** Employees who desire to participate in the EMPLOYER'S Blood Donor Program will be excused from work without charge to leave, workload and manpower conditions permitting. Employees who donate blood under this section will receive administrative leave in accordance with applicable regulations. It is the intent of the parties that blood donated off station will not qualify an employee for such administrative leave. It is understood that this section does not apply to firefighters subject to emergency response duties.

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## ARTICLE 18

### MERIT PROMOTION

**Section 1801.** Promotion of employees will be made on the basis of merit. When a vacancy is announced, all applicants shall be rated in accordance with the qualifications stated in the vacancy announcement. Employee must make application, submitting all required forms to be received by the closing date of the announcement to receive consideration.

**Section 1802.** Position vacancy announcements shall be posted on bulletin boards in areas where unit members are employed. Each organizational element will establish a means to assure that applications are submitted for each employee who desires to be considered for vacancy announcements while absent from their normal duty station. Employees are responsible for making applications and notifying their supervisors so that appropriate consideration is given to desired positions.

**Section 1803.** Employees of the unit will not be required to use leave for the purposes of participating in interviews held by representatives of the EMPLOYER, under the employer's Merit Promotion Program.

**Section 1804.** All unit employee applicants who meet minimum qualifications for an announced vacancy will be assigned one of the following ratings: Qualified, or Qualified and Referred. Qualified candidates may be

further screened in terms of skills, knowledges, abilities, and potential required for success in the job to be filled. Sources of information about the degree of candidates possession of the required skills, knowledges and abilities may include relevant experience, training, awards, education, appraisals, and self-development. Ratings criteria shall not be tailored to fit a certain employee or applicant.

**Section 1805.** All applicants for job vacancies within the unit will be notified as to the disposition of their application. The EMPLOYER agrees that selections for vacancies will normally be made within fourteen (14) calendar days after receipt of Selection Referral List. All applicants for job vacancies within the unit will be notified as to whether they were not qualified, qualified, qualified and referred. Candidates referred but not selected will be furnished the name of the selected candidate, if desired, and upon request of the employee to the selecting official, will be informed of the reason(s) for the selection made. An applicant not selected for promotion or rated not qualified shall, upon request to the EMPLOYER, be informed of methods for self-improvement which might enhance prospects for future promotion.

**Section 1806.** A qualified employee who is dissatisfied with the placement consideration received may have UNION representation, and will designate such representative in writing. When the UNION is representing an employee, the EMPLOYER will make available for review the following pertinent promotion

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records: Lists of applicants considered, their group ranking, the referral and selection form. Privileged material will not be divulged. In accordance with the Privacy Act of 1974 (Public Law 93579), such records must be sanitized prior to disclosure to the UNION. When the employee remains dissatisfied, he retains the right to file a grievance within fifteen (15) calendar days after notification that he was not considered to be in the "Qualified and Referred" group.

**Section 1807.** If an employee fails to receive proper consideration due to a failure to adhere strictly to laws, OPM regulations and instructions, agency policies and guidelines, and agency promotion plans, the EMPLOYER will take corrective action in accordance with FPM, Chapter 335 and AR 690300, Chapter 335.

**Section 1808.** All employees in career-ladder positions may be promoted when the EMPLOYER has approved and certified the employee for promotion to the next higher level providing qualifications and other eligibility requirements are met.

**Section 1809.** A noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties and responsibilities may be made when it is determined that open competition is not warranted. All of the following circumstances must be met in order to except the promotion from competitive procedures:

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

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

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

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

**Section 1810.** When selected from a career-ladder merit promotion announcement, an employee may receive career promotion(s) to the target grade level of the occupation as specified in the announcement, without further competition, provided the employee meets all qualification or eligibility requirements.

## ARTICLE 19

### JOB DESCRIPTION AND CLASSIFICATION

**Section 1901.** Employees will be furnished a copy of their job descriptions upon initial appointment and as

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changes are made. The EMPLOYER will assure that all job descriptions are updated to reflect substantial changes in major duty assignments. The EMPLOYER will explain to the employee all changes in the job description when there is a significant change in duties, responsibilities, or supervisory controls.

**Section 1902.** Questions regarding the accuracy of job descriptions should be resolved between the employee and his/her supervisor. If not resolved, the employee may grieve in accordance with negotiated procedures.

**Section 1903.** An employee may file an oral classification complaint requesting a review of the pay category, title, series, or grade of his/her position. The oral classification complaint must be presented to the employee's immediate supervisor. The basis on which the position was evaluated will be discussed and explained to the employee within ten (10) workdays. Employees are encouraged to file an oral classification complaint prior to filing a position classification appeal.

**Section 1904.** If an employee believes his/her position is improperly classified, he/she may file a position classification appeal in accordance with applicable regulations and this agreement.

**Section 1905.** An employee may be represented by a person of his/her choice in presenting an oral classification complaint or a position classification appeal. However, the UNION is obligated to represent only UNION members in statutory appeals. An employee who requests an audit to

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resolve specific aspects of his/her official job description may have a representative present at the audit if the provisions of AR 690500, Chapter 501.8, are met.

**Section 1906.** Employees may schedule an appointment with the Peninsula Civilian Personnel Support Activity (PCPSA), Personnel Management Support Office (PMSO), to review the Office of Personnel Management Position Classification and Job Grading Standards for the position to which officially assigned. The employee's right to grieve or appeal his/her job description or classification shall be accomplished without fear of penalty or reprisal.

**Section 1907.** The phrase "performs other duties as assigned," which is contained in each job description, will ordinarily refer to duties related to jobs which the employee is required to perform.

## ARTICLE 20

### DETAILS AND TEMPORARY PROMOTIONS

**Section 2001.** A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail. The EMPLOYER recognizes the basic principle that an employee should be assigned to the duties of the position in which he/she is employed. However, to meet temporary needs of the work program details may be used. Details of employees will be kept within the shortest practicable time limits as set forth in this agreement, applicable regulations, and Office of

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Personnel Management guidance. Details will be documented on the Employee Record Card.

**Section 2002.** Supervisors are responsible for selecting employees for detail on an impartial basis; for informing employees of details, reasons, duties and estimated duration; and for establishing proper controls to insure that details are recorded and terminated on time and that necessary extensions are requested sufficiently in advance for Office of Personnel Management approval.

**Section 2003.** Where use of a detail is not the most appropriate method, a temporary promotion should be used to meet a specific need. (Temporary promotions should be encouraged when the employee is fully qualified and eligible for promotion, and the assignment to higher grade duties is for more than 30 days.) Employees receiving a temporary promotion to a higher grade will be compensated at that higher grade rate beginning with the effective date of the temporary promotion. Except for brief periods, an employee should not be detailed to perform work of a higher grade level unless there are compelling reasons for doing so. Normally, an employee shall be given a temporary promotion instead of a detail. If a temporary promotion of more than 120 days is made to a higher grade position or to a position with known promotion potential, it must be made under competitive promotion procedures.

**Section 2004.** Noncompetitive details shall be distributed equitably among employees with consideration being given to such factors as the character of the work,

availability, organizational location of employees, and knowledge of the particular type of work involved.

**Section 2005.** Details will be recorded in accordance with applicable regulations. When required, the supervisor will prepare a Request for Personnel Action, SF-52 to record details and submit it to the Peninsula Civilian Personnel Support Activity, Personnel Management Support Office, for inclusion in the employee's Official Personnel Folder.

**Section 2006.** To the fullest extent possible details to a higher grade position or a position with known promotion potential should not be given repeatedly to one employee for the purpose of improperly advancing or damaging any employees promotional opportunity or for other non-job related reasons. Documentation of details in excess of 15 consecutive days will be documented in writing on the SF 7B card.

## ARTICLE 21

### CONTRACTING OUT OF UNIT WORK

**Section 2101.** The EMPLOYER has the authority and the responsibility to determine the methods, means, and personnel required to accomplish the mission of the EMPLOYER. The EMPLOYER and the UNION recognize that contracting for services by the EMPLOYER is subject to certain restrictions imposed by laws and regulations having government-wide application.

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**Section 2102.** The EMPLOYER will discuss existing contracts upon request of the UNION and will consult with the UNION whenever it is apparent that contracting out will have an adverse impact on the Unit employees.

## ARTICLE 22

### DISCIPLINARY ACTIONS

**Section 2201.** Both parties agree that every reasonable effort will be taken by the UNION and the EMPLOYER to prevent situations requiring disciplinary actions.

**Section 2202.** Disciplinary action will be initiated after an investigation or inquiry indicates such action is appropriate for correcting the employee and in maintaining discipline and morale. Should an employee during the course of any investigatory interview reasonably believe that such investigatory interview may lead to disciplinary action against that employee, the employee, upon request, has the right to union representation. It is agreed that whenever during the course of an investigatory interview a unit employee requests union representation, the supervisor will discontinue the investigation to allow the employee the opportunity to obtain union representation. It is agreed that a reasonable time will be allowed for a union representative to be present before the investigative interview is resumed. It is also agreed that the supervisor is not required to continue

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the investigation after the employee's request for union representation is made.

**Section 2203.** Employees will fully cooperate in any investigatory interviews conducted by the supervisor or other management official and will provide written witness statements if so requested by such officials. If the supervisor considers it appropriate, a written summary may be made of an employee's verbal response which will be authenticated by the witness.

**Section 2204.** All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein. Disciplinary actions will be initiated within a reasonable time after the incident.

**Section 2205.** For the purpose of this article, the term disciplinary action is defined as a suspension of an employee for fourteen (14) calendar days or less, or a letter of reprimand. Disciplinary actions are grievable solely through the negotiated grievance procedure.

**Section 2206.** An employee against whom a suspension of 14 calendar days or less is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action;
- b. A reasonable time, not less than seven (7) work-days, to answer orally and/or in writing and to furnish

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affidavits or other documentary evidence in support of his/her reply:

- c. Be represented by the Union; and
- d. A written decision and specific reasons therefore at the earliest practicable date.

**Section 2207.** For purposes of this article, the term adverse actions applies to:

- a. A removal;
- b. A suspension for more than fourteen (14) calendar days;
- c. A reduction in grade;
- d. A reduction in pay; and
- e. A furlough of thirty (30) days or less.

A furlough is defined as a temporary nonpay status and absences from duty required by the EMPLOYER because of lack of work or funds, or for other non-disciplinary reasons.

**Section 2208.** An employee against whom an adverse action is proposed is entitled to:

- a. At least thirty (30) days advance written notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of

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imprisonment may be imposed, stating the specific reasons for the proposed action;

b. Not less than seven (7) workdays to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;

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

d. If an appeal is made to the Merit Systems Protection Board, the employee may have a representative of his/her choosing; and

e. Notice of appeal rights.

**Section 2209.** The EMPLOYER will inform the employee in the decision letter of grievance/appeal rights.

**Section 2210.** Grievances contesting the propriety of a disciplinary action may be filed by the affected employee not later than ten (10) workdays after receipt of the decision letter to the appropriate management official.

## ARTICLE 23

### GRIEVANCE PROCEDURES

**Section 2301.** A grievance is defined as any complaint:

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

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b. By the UNION concerning any matter relating to employment of unit employees;

c. By any unit employee, the Union or the EMPLOYER concerning

(1) the effect of interpretation, or claim of breach of this agreement; or

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting condition of employment.

**Section 2302.** The expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving complaints or grievances. The UNION shall ensure that, when representing employees of the unit, no complaint or grievance will be taken or pursued without first having been brought to the attention of the EMPLOYER for coordination and possible resolution.

**Section 2303.** Unit employees covered by this agreement may present a grievance which may be adjusted with or without UNION representation at the grievant's discretion. However, the UNION shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration, unless the UNION agrees to do so.

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**Section 2304.** Certain matters are excluded from coverage by this Grievance Procedure and from coverage by the arbitration procedure, either because they are not grievable or arbitrable matters or because they are matters which are subject to final administrative review outside the agency under law or the regulations of the Office of Personnel Management. The following matters are subject to such exclusion:

- a. Political Activities
- b. Retirement, Life or Health Insurance
- c. Suspension or Removal for National Security Reasons
- d. Examination, Certification or Appointment
- e. Position Classification which does not result in loss of grade or pay of an employee
- f. Nonselection for promotion from a group of properly ranked and certified candidates
- g. Allegations of mismanagement
- h. EEO Complaints
- i. Performance standards and critical elements
- j. Termination of probationary employees

**Section 2305.** In compliance with the Statute, an employee may elect to either appeal the following actions to the Merit Systems Protection Board (MSPB) under the

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procedures prescribed by the MSPB, or to pursue the matter through the grievance/arbitration system, but not both. The employee's election, once made, is final:

- a. Removal
- b. A suspension for more than 14 days
- c. A reduction in grade
- d. Reduction in pay; and
- e. A furlough of 30 days or less

A grievance filed under this Section will be submitted to the Commander, ATTN: PCPSA for decision within 20 days of the effective date of the action.

**Section 2306.** Grievances may be initiated by employee, either singly or jointly, or by the UNION or by the EMPLOYER. Regardless of UNION membership, employees shall not be precluded from bringing matters or personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the unit may be represented only by the exclusive UNION, or by a person approved by the UNION, in filing a grievance under the negotiated procedure.

**Section 2307.** The EMPLOYER and the UNION 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:

Step 1. The grievance shall first be discussed informally by the aggrieved employee and his/her representative, if any, and the immediate supervisor involved. If the matter is not settled within seven (7) workdays from the time of this meeting, the grievance may be moved to the next step. The grievance submitted at Step 1 shall be the sole issues in the grievance to be considered and no additional issues will be presented at any further step of the grievance procedure. Additional issues can be initiated at Step 1 as a separate grievance.

Step 2. If no satisfactory settlement is reached in Step 1, the grievance shall be reduced to writing on the grievance form (Appendix B of this agreement), stating the issue(s) involved and the corrective or remedial action sought, and submitted to the next higher supervisor within five (5) workdays. Except members of the Fort Story Fire Department who will submit any grievance to the Fire Chief or his designee, ATTN: PCPSA. The employee will be advised of the next higher supervisor's decision in writing on the grievance form (Appendix B of this agreement), within eight (8) workdays after receipt of said grievance.

Step 3. If no satisfactory settlement is reached between the employee and the higher supervisor, the grievance shall be submitted in writing on the grievance form (Appendix B of this agreement), within six (6)

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workdays of the Step 2 decision to the Commander, ATTN: PCPSA. The Commander or his/her designee shall render a decision in writing on the grievance form (Appendix B of this agreement), within ten (10) workdays from the receipt of the written submission and the decision shall be final and not subject to further appeal, except under the provisions of the article entitled, "Arbitration of Grievance." These third step procedures will apply to all bargaining unit employees at Fort Story.

**Section 2308.** If any grievance is not taken up with the employee's immediate supervisor within ten (10) workdays after the occurrence of the matter which precipitated the grievance, such grievance shall not be considered or presented at a later date, except where circumstances beyond the control of the employee prevent the presentation of such grievance.

**Section 2309.** At each step of the grievance procedure, the employee will be informed, at his request, of the official responsible for hearing his grievance at the following step.

**Section 2310.** A reasonable amount of official time will be granted an aggrieved employee and the appropriate UNION representative to investigate, prepare, and present a grievance on the EMPLOYER'S premises through this grievance procedure; however, no overtime will be paid to any such employee or UNION representative to accomplish these functions. An employee or UNION representative desiring official time for either of

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the foregoing purposes shall inform his immediate supervisor if available, or the next higher level of line supervision who is available, of the reason he/she desires to absent himself/ herself from his/her job site and of the anticipated duration of the absence, and must obtain the supervisor's permission before absenting himself /herself from his/her work site.

**Section 2311.** No representative of the UNION will solicit grievances from employees.

**Section 2312.** If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the UNION, if it has been designated as representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

**Section 2313.** EMPLOYER grievances shall be filed in writing with the President of the UNION. UNION grievances shall be filed in writing with the Civilian Personnel Officer by an elected officer of the UNION. The grievance shall specify the basis for the grievance and the corrective action sought. Written decisions will be issued within 15 workdays of receipt of the grievance. Grievances not resolved under this section may be referred to Arbitration in accordance with Article 24, Arbitration of Grievances.

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**Section 2314.** Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the UNION to comply with the applicable time limit or procedure specified at steps 1, 2 or 3 of Section 2306, terminates further 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 promptly advanced to the next higher step of this Grievance Procedure. However, any time limits stated in this Article may be extended by mutual agreement among the aggrieved employee, the EMPLOYER and the UNION.

#### ARTICLE 24

##### ARBITRATION OF GRIEVANCES

**Section 2401.** In the event that the EMPLOYER and the UNION fail to settle any grievance or dispute arising under the article of this contract entitled, "Grievance Procedures," such grievance, upon written request by either party within the (10) working days following the conclusion of the last step of the grievance procedure, will be referred to arbitration. Should a question of arbitrability of the grievance be raised by either party, that question shall be heard as a separate issue under this procedure. When the issue is resolved, the grievance, if found arbitrable, will be referred to arbitration under this procedure.

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**Section 2402.** Within seven (7) calendar days from the date of receipt of the arbitration request, the parties shall request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after receipt of such list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the EMPLOYER first and then the UNION will each strike one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. In the event of additional arbitration cases, the selection procedure shall be reversed. Should the requesting party withdraw its request to arbitrate the grievance after the arbitrator has been selected, that party shall bear all cancellation or other fees charged by the arbitrator for such cancellation.

**Section 2403.** The fee and expense of the arbitrator shall be borne by the losing party. In a split decision, each party shall bear one-half (1/2) the fees and expenses of the arbitrator. Travel and per diem will be paid at the maximum rate payable to government employees under the standardized government travel regulations. The arbitration investigation, and/or hearings, shall be held during the regular work hours, Mondays through Fridays, except for holidays. The employee, his representative, and any witnesses, as determined by the arbitrator, who are employees in a duty status shall be excused from duty

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without loss of pay or leave for the time necessary to participate in the arbitrator's investigation.

**Section 2404.** The arbitrator will be requested to render his decision as quickly as possible after the conclusion of the proceedings and within 30 days if at all practicable.

**Section 2405.** The arbitrator shall render his findings and recommendations to the PCPSA, Management-Employee Services Branch (MES) and furnish a copy of same to the UNION.

**Section 2406.** Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, in accordance with applicable laws and regulations.

## ARTICLE 25

### TRAINING AND EMPLOYEE UTILIZATION

**Section 2501.** The EMPLOYER and the UNION agree that job related training and development of employees are mutually beneficial. The UNION may make recommendations to the EMPLOYER relative to the training of employees. EMPLOYER training will be established under the provisions of governing directives to increase efficiency and effectiveness of government operations.

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**Section 2502.** The EMPLOYER will, to the maximum extent possible, publicize pertinent training and career counseling opportunities which are available to employees for self-development.

**Section 2503.** To assure maximum efficiency of employees in the performance of their duties, selection of employees for training programs will be fair and equitable and in accordance with applicable laws and regulations. Upon request from the UNION, the EMPLOYER agrees to furnish the UNION data or informational brochures, booklets and notices of available employee training which is normally maintained by the EMPLOYER in the regular course of its business and update as may be necessary. Management will canvas local areas to obtain "free" job related training. If such training is available, and provided on post, employees' files will be documented as required. Train the trainer type training may be used.

**Section 2504.** As determined by the EMPLOYER, on-the-job and/or normal training will be provided to assist the employee in meeting the requirements of his position.

**Section 2505.** If an employee selected for training advises that he/she does not desire the training, the supervisor may consider a qualified substitute unless such training is determined by the supervisor to be necessary for the employee selected. In cases of hardship, the EMPLOYER may accommodate the hardship, however;

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the UNION recognizes that cases will arise where the employee will be required to attend the training.

#### **ARTICLE 26**

##### **PARKING**

**Section 2601.** Employees will be provided parking areas as close to their normal work stations as can reasonably be arranged. Physically handicapped employees will be given special consideration in assignment of parking areas.

#### **ARTICLE 27**

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

###### **Section 2701. Definition.**

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

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**Section 2702. General.**

All reduction-in-force will be carried out in accordance with Office of Personnel Management, Department of Defense, and Department of the Army regulations.

**Section 2703. Notification to the Union.**

When a reduction-in-force is pending the EMPLOYER will provide written notice to the UNION that (1) a RIF is pending and may be necessary; (2) the reason(s) for the RIF; (3) the appropriate number of spaces or employees affected; and (4) the proposed effective date.

**Section 2704. Confidentiality of Information.**

The UNION agrees that information provided will not be released until affected employees are informed by the EMPLOYER.

**Section 2705. Union Obligation.**

Upon receipt of the information in Section 2703 above, the UNION may make its views and recommendations known within fifteen (15) calendar days. The UNION may also request impact and implementation bargaining.

**Section 2706. Employer/Union Cooperation.**

The UNION agrees to join with the EMPLOYER in promoting understanding of reduction-in-force actions and

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minimizing the adverse impact on the morale of employees affected.

**Section 2707. Reduction-In-Force Procedures.**

It is agreed that the following procedures and arrangements will apply to all reduction-in-force.

a. **Competitive Area:** The competitive area for reduction-in-force actions affecting bargaining unit employees is defined as the organizational and geographical boundaries in which employees compete.

b. **Reduction-In-Force Notices.** Employees affected by reduction-in-force will receive a written notice a minimum of sixty (60) calendar days prior to the effective date unless otherwise prescribed by applicable regulations. The written notice will contain all information required by governing directives.

c. **Access to Retention Registers.** Upon request, an affected employee and his/her representative, designated in writing, shall be given the opportunity to review the retention register pertaining to the employee.

d. **Counseling and Placement Assistance.** Affected employees will be offered counseling concerning retirement eligibility and benefits and the Department of Defense Priority Placement Program.

e. **Reemployment.** The EMPLOYER agrees to enter on the Reemployment Priority List a career or career-conditional employee who is scheduled to be separated

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from the affected competitive area and meets eligibility criteria as specified in applicable regulations. A career employee will remain on the list for two (2) years and a career-conditional employee for one (1) year if not deleted for one of the reasons specified in the Office of Personnel Management regulation. Eligible employees who are demoted or separated due to a reduction-in-force will receive priority consideration and placement opportunities for vacancies in accordance with applicable regulations.

f. Performance Appraisals. Additional service credit for performance will be as specified by the Office of Personnel Management and Department of the Army regulations. Performance appraisals for reduction-in-force purposes will be frozen on the date of issuance of reduction-in-force notices except as otherwise provided in applicable regulations. Performance appraisals that were due on or before the date of issuance of reduction-in-force notices but were not officially approved and put on record until after the date of issuance of notices do not affect the determination of the employee's retention standing.

g. Vacant Positions. Consideration will be given to placing employees affected by reduction-in-force into vacant positions. Waiver of qualification requirements for placement in vacant positions will be at the Employer's discretion.

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h. Voluntary Early Retirement. The EMPLOYER may, at its discretion, request voluntary early retirement authorization.

i. Relocation Costs. The EMPLOYER will pay relocation costs as authorized by the Joint Travel Regulations.

#### **Section 2708. Grievances.**

An employee may grieve a reduction-in-force action only for the following reasons:

- a. Failure to follow RIF procedures;
- b. Improper release from competitive level, or
- c. Denial of bumping/retreat rights.

### **ARTICLE 28**

#### **SUGGESTION PROGRAM**

Section 2801. The EMPLOYER and the UNION support and encourage all employees to participate in the Suggestion and Cost Reduction Programs. It is agreed that every reasonable effort will be made to process beneficial suggestions and cost-reduction ideas in an expeditious manner. It is further agreed that an employee who encounters unreasonable or unwarranted delays in receiving a final determination of the adoption or rejection of a submitted beneficial suggestion or cost-reduction idea should refer the matter to the appropriate source who will in turn make a reasonable effort to resolve the problem.

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**Section 2802.** The EMPLOYER and the UNION will encourage employees to discuss prospective suggestions with the appropriate source who will aid them in insuring that the suggestion is sufficiently described for evaluation.

**Section 2803.** The appropriate source will be made available to the suggester to advise him on questionable suggestion rejections or adoptions.

**Section 2804.** The EMPLOYER agrees to make suggestion forms accessible to the employees of the Unit.

**Section 2805.** UNION officials and stewards will encourage their members to participate in the Suggestion Program, and will bring to the attention of the Suggestion Program Officials any known instances of negative attitudes towards the program on the part of supervisors or managers, employee dissatisfaction with the program, or instances where employees are discouraged rather than encouraged to participate. The UNION will publicize on request notices encouraging employee participation in the EMPLOYER'S Suggestion Program.

**Section 2806.** The EMPLOYER will provide an employee whose suggestion is not adopted or awarded written reasons for the decision.

## ARTICLE 29

### EMPLOYEE SERVICES

**Section 2901.** Employees will not be required to use their personal tools or property in the performance of their official duties.

**Section 2902.** The security and protection of Government property are of vital concern to both the UNION and the EMPLOYER. The UNION and EMPLOYER will cooperate in preventing loss or damage to Government property.

**Section 2903.** The UNION will support the EMPLOYER'S public service program such as the Blood Donor Program.

**Section 2904.** All vehicles which transport employees to and from their place of work shall be maintained in safe operating condition. Such trucks and other vehicles shall have safe seating arrangements. With the exception of tools, no material or equipment which may contain a potential personnel hazard will be transported in the same vehicle with employees.

**Section 2905.** The EMPLOYER will furnish adequate protective clothing; e.g., foul weather gear, rubber shoes, gloves, coveralls and hats for employees required to work under adverse situations in accordance

with applicable regulations. NOTE: Reference Article #34 for firefighters.

## ARTICLE 30

### FACILITIES AND BULLETIN BOARDS

**Section 3001.** Facilities at Fort Story, including utilities, will be made available, where practicable, to the UNION for the purpose of holding meetings after duty hours. The UNION will leave the facility in a clean and sanitary condition. The UNION will safeguard building security.

**Section 3002.** Each building housing the offices of Unit employees will designate a bulletin board which will have a reserved section measuring 17" x 22" for the purpose of posting material related to the internal operation of the UNION. The UNION shall be responsible for posting and removing material and maintaining its bulletin space in an orderly condition acceptable to the EMPLOYER. The UNION will comply with governing laws and regulations and will ensure that all postings are signed by a responsible Local UNION official and are free of scurrilous or libelous material.

## ARTICLE 31

### HEALTH AND SAFETY

**Section 3101.** Safety on the job is of utmost importance, and the EMPLOYER and UNION join in the furtherance of good safety practice.

**Section 3102.** The individual employee has the responsibility for observance of safe working practices and an obligation to observe safety rules and practices in order to protect himself and his fellow workers. Continuous failure to follow safety rules and practices may result in disciplinary action.

**Section 3103.** The EMPLOYER is responsible for providing a safe and healthful workplace and environment for the employees. The UNION shall cooperate to achieve that end and will encourage all employees to work in a safe manner. The UNION will publicize on request notices to employees demonstrating the UNION's support of the EMPLOYER'S Safety Program.

**Section 3104.** The EMPLOYER will welcome at any time suggestions for practical ways of improving safety conditions.

**Section 3105.** Where necessary for the accomplishment of the job, the EMPLOYER shall furnish and maintain proper protective clothing and equipment in accordance with Department of the Army regulations. All tools that the EMPLOYER determines necessary to

perform the job will be furnished to UNIT members by the EMPLOYER.

**Section 3106.** Locker space will be furnished by the EMPLOYER at or near the normal duty area when the employee is required to change clothing due to the work assignment.

**Section 3107.** No employee shall be required to work alone at any work site determined by the Safety Director to be an unacceptable risk to such employee.

**Section 3108.** The EMPLOYER shall recommend to the Post Engineer that adequate and clean toilet facilities, as near to the normal duty area as reasonably possible, be provided. The EMPLOYER will maintain clean and sanitary facilities by furnishing sufficient supplies to keep the rest rooms and drinking fountains clean. The EMPLOYER will make an attempt to provide heated and air conditioned areas for employees to eat lunch and take breaks.

**Section 3109.** The UNION will encourage all employees to report all accidents immediately, as required by existing regulations. The EMPLOYER will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Time spent in medical facilities by employees during work hours for emergency medical treatment, as a result of on-the-job illness or injury, shall not be charged leave.

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**Section 3110.** Whenever a properly designated and authorized health and safety official determines, based on inspection, that conditions or practices exist in any place of employment which could reasonably be expected to cause death or physical harm immediately, or before the imminence of such danger can be eliminated through normal abatement procedures, he shall inform employees and the supervisor of the danger. The supervisor or person authorized to act for him in his absence shall take immediate abatement procedures and the withdrawal of employees not necessary for abatement of dangerous conditions.

**Section 3111.** The EMPLOYER and the UNION agree that safe driving is of mutual concern to the parties and that every effort be made to encourage safe driving by all employees both on and off post.

**Section 3112.** The EMPLOYER agrees to strict adherence to and enforcement of Department of the Army and Fort Eustis MEDDAC regulations which reflect standards established by the Center for Disease Control for the prevention of infectious or bloodborne diseases.

**Section 3113.** Treatment for disability due to personal injury or disease sustained while in the performance of duty will be provided for in accordance with the Federal Employee's Compensation Act (FECA) and 5 USC 8101(1). The EMPLOYER will provide whatever data is reasonably available from the Department of Labor (DOL) to employees to assist them in processing

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their injury claim, ie., informational brochures, instructional letters, etc.

## ARTICLE 32

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 3201.** The EMPLOYER and the UNION agree to cooperate in providing equal opportunity in employment for all persons and to promote the full realization of equal employment opportunity through a continuing affirmative action program under applicable laws and implementing directives.

**Section 3202.** Any employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not with respect to such authority discriminate for or against any employee:

a. On the basis of race, color, religion, sex or national origin, as prohibited under section 717 or the Civil Rights Act of 1964 (42 U.S.C. 2000e16);

b. On the basis of age, as prohibited under sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a);

c. On the basis of sex, as prohibited under sections 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(d));

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d. On the basis of handicapping condition, as prohibited under section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791); or

e. On the basis of marital status or political affiliation, as prohibited under any law, rule, or regulation.

**Section 3203.** Unit employees who feel they have been discriminated against have the right to discuss his/her complaint with an Equal Employment Opportunity Counselor and may file a formal complaint in accordance with existing regulations. In addition, the employee may choose to have a personal representative when filing a formal complaint.

**Section 3204.** When a vacancy occurs among Equal Employment Opportunity Counselors which is to be filled, the UNION may submit the names of unit employees to the command Equal Employment Opportunity Officer for consideration for the vacancy. Final decision on the designation of counselors will be made by the EMPLOYER. Candidates selected shall meet the criteria established by applicable regulations.

**Section 3205.** The UNION will assist the EMPLOYER and the Equal Employment Opportunity Officer in affirmative actions designed to meet command objectives in equal opportunity. Where problems concerning discrimination arise within the unit, the UNION will assist in their resolution. The President of the Local and the Equal Employment Opportunity Officer will meet once a quarter, if requested by either party. Requests for

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such meetings should include the subject matter to be discussed including the issues involved where appropriate.

**Section 3206.** The UNION will be afforded the opportunity to have a UNION representative on the Equal Employment Committee.

### ARTICLE 33

#### GENERAL PROVISIONS

**Section 3301.** The EMPLOYER will, upon request of the Local UNION President, furnish the UNION a list of the name, position title, grade and organizational assignment of all employees who are members of the Unit, normally one list yearly unless the UNION can establish an acceptable need for a special list at a given time.

**Section 3302.** Any employee within the Unit contemplating retirement in the immediate future shall be afforded retirement counseling by a representative of the EMPLOYER. Alternative provisions of the Office of Personnel Management Retirement Plan for which the employee is eligible shall be explained. An employee needing assistance in processing his/her retirement application may be accompanied by a representative of his/her choosing.

**Section 3303.** Unit employees will report to and receive assignments from a representative of the EMPLOYER. The EMPLOYER will be responsible for approving annual leave, discussing and rating per-

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formance, initiating disciplinary action, and assigning work.

**Section 3304.** Each employee shall be at his/her job site ready to work at the scheduled time of his/her shift and at the end of the lunch period. If an employee is ordered to report early or remain after his/her normal shift hours, the employee will be compensated in accordance with regulations governing overtime work.

**Section 3305.** Employees or their representatives designated in writing may review their Official Personnel Folders. Availability of these files to others will be limited in accordance with Freedom of Information Act and Privacy Act on a need-to-know basis as determined by the EMPLOYER.

**Section 3306.** In accordance with the EMPLOYER'S obligation to notify the UNION of policy changes pertaining to conditions of employment, the EMPLOYER will provide the UNION a copy of any memorandum, notice, instruction, or order which reports such a change.

**Section 3307.** The UNION may use the EMPLOYER'S message center to forward correspondence as pertains to Labor-Management Relations when it does not interfere or place an undue burden on the services.

**Section 3308.** Policies which affect working conditions of employees in the Unit shall be applied fairly and equitably.

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## FIRE DEPARTMENT

**Section 3401.** To the extent that the EMPLOYER provides full protective clothing, as well as self-contained breathing apparatus, employees will use this equipment. Employees will wear full protective clothing while riding on apparatus responding to emergencies. Self-contained breathing apparatus will be worn by employees at any time work is being carried out on a fire ground in which less than normal atmospheric conditions are present. This is to include utilizing breathing apparatus during overhaul operations. It will be up to the discretion of the officer-in-charge to determine when breathing apparatus can be removed.

**Section 3402.** Long hair, beards, goatees, bushy sideburns or any other facial hair, which may prevent the safe operation of breathing apparatus or firefighting operations are prohibited. Mustaches will be neatly trimmed. The UNION agrees to cooperate with the EMPLOYER in discouraging such life safety hazards.

**Section 3403.** Basic uniform items will be worn in accordance with existing rules and regulations. Management will canvass local areas to seek reduced costs for uniform items.

**Section 3404.** Optional uniform items not covered by Section 3403 may be allowed. While final decision as to

specific items, colors, styles, etc., is negotiable, it is agreed that items will be uniform.

**Section 3405.** All firefighters will actively participate in a job-related physical fitness exercise program. Time will be allocated during duty hours for personnel for participate.

**Section 3406.** The EMPLOYER will provide gym equipment and athletic gym gear for employees to utilize during physical training sessions.

**Section 3407.** The basic tour of duty for firefighters will be six 24 hour tours for a total of 144 hours of duty each two week pay period. Tour of duty will begin at 0800 hours one day and end at 0800 hours the next day. The normal work day for shift personnel will be from 0800 hours to 1630 hours.

**Section 3408.** Each employee is responsible for updating his/her SF 171 (Personnel Qualifications Statement) filed in his/her official personnel folder to show his/her highest qualification. This is done by submitting updates (SF 172) to the Staffing Services Branch, PCPSA. Each employee is also responsible for applying for individual vacancies as desired and documenting his/her qualifications therewith in accordance with the instructions on how to apply on the announcement.

**Section 3409.** An employee who is capable of substituting for a position at the option of the EMPLOYER

would also be qualified to substitute for a position on a voluntary basis.

**Section 3410.** Overtime hours will be compensated in accordance with the provisions of FLSA.

a. Fire Dept. personnel that work voluntary overtime will be given the option of working 24 hours or splitting the shift with another employee (who is agreeable) in hour increments of 8 and 16, 10 and 14, or 12 and 12 hours.

b. A separate list of eligible employees will be maintained by the employer by grade.

c. Any employee who works more than 8 hours overtime will have their name rotated to the bottom of the employer list.

d. In the event there are no volunteers to work the overtime, the on-duty employee at the top of the employer list will be required to work the entire 24 hour tour of duty.

e. In the event of unscheduled overtime an employee who is forced to work will be given the option of taking 2 hours from 0800 hours to 1000 hours to obtain food and clothing for the remaining 10 hours tour of duty.

f. Voluntary overtime will be considered first within the same grade structure. Secondly, voluntary overtime will be accepted from one grade lower. If there are no

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volunteers at one grade lower, then the overtime will be mandatory at the vacancy grade level.

**Section 3411.** Firefighters may substitute for one another on regular scheduled tours of duty (or some part thereof) in order to permit an employee to absent himself/herself from work to attend purely personal pursuits. Such substitution must be requested of and approved by the supervisor. The practice of trading time will be deemed to have no effect on hours of work if the following criteria are met:

(1) The trading of time is done voluntarily by the employees participating in the program and not at the behest of the EMPLOYER.

(2) The reason for trading time is due, not to the EMPLOYER'S business operations, but to the employee's desire or need to attend to personal matters.

(3) A record is maintained by the EMPLOYER of all time traded by his employees.

(4) The period in which time is traded and paid back does not exceed one pay period.

**Section 3412.** Annual Leave. Due to manning requirements and other personnel considerations, firefighters will submit requests for annual leave (not previously scheduled and approved on a yearly basis) at least 72 hours in advance of the requested leave day. Requests for unscheduled annual leave will be held to a minimum to prevent disruption to work schedules. This

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requirement will not apply in emergency situations or other circumstances beyond the control of the employee.

## ARTICLE 35

### EMPLOYEE ASSISTANCE

**Section 3501.** The UNION and EMPLOYER shall have as a goal early identification and motivation in rehabilitation of possible cases of alcoholism, drug abuse, or other problems which affect job performance. Both parties agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the Civilian Counseling Service (CCS) for professional screening and diagnosis. Motivation is achieved through the employee's clear understanding that unless his problem is identified and corrected, he is subject to the existing disciplinary procedures for unsatisfactory job conduct and to adverse action procedures for unsatisfactory job performance.

**Section 3502.** Both parties shall have representatives on the USATCFE Advisory Council.

**Section 3503.** Employees seeking the help of the CCS may schedule an appointment by calling the CCS Counselor. UNION or supervisory personnel may schedule an appointment for an employee in the same manner. In such cases, it is often helpful in furthering an employee's motivation for rehabilitation if the individual

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scheduling the appointment accompanies the employee and participates in the initial session.

**Section 3504.** When, based on interviews or counseling sessions and the supervisor's observation of an employee's performance or conduct, it appears that referral to the CCS is appropriate, the UNION will fully support and assist in encouraging the employee to respond positively to referral. This support and assistance may include joint discussions among supervisor, employee, and union representative. (In the context of this Article, the focus of corrective interviews of employee-supervisor counseling sessions is on issues of job performance or conduct rather than a diagnosis or judgment of alcoholism or other drug abuse.)

**Section 3505.** An employee with an alcohol or drug abuse problem affecting job performance shall be offered 90 days active rehabilitation with a 270-day follow up phase in an approved rehabilitation program of his or her choice.

**Section 3506.** Disciplinary and/or adverse personnel actions for poor job performance/conduct related to problem drinking or other drug abuse will be processed in accordance AR 600-85.

**Section 3507.** Employees will be authorized leave as appropriate in accordance with existing rules and regulations, to obtain treatment and rehabilitation.

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**Section 3508.** All discussions, counseling sessions, and records of the CCS, the USATCFE Alcohol Drug Abuse Prevention Control Program (ADAPCP), or any other program to which an employee may be referred by the CCS are completely confidential. No information may be disclosed to any one without the prior written consent of the employee. (Medical emergencies and court orders showing cause may provide exceptions, in rare circumstances.)

**Section 3509.** The employee's job security or promotional opportunities will not be jeopardized solely by his request for assistance.

#### ARTICLE 36

##### DISTRIBUTION OF AGREEMENT

**Section 3601.** The AGREEMENT will be published by the EMPLOYER after approval. The EMPLOYER will provide a copy to each current employee and will furnish the UNION sufficient copies to distribute one copy to each new employee.

**Section 3602.** The UNION will distribute copies to new employees by scheduling a meeting with each new employee through the EMPLOYER. Such a meeting will take place at the work site, normally will be about 15 minutes duration, and cover the content of this AGREEMENT and the UNION'S representational functions. The UNION agrees neither to solicit membership, nor present the employee with an allotment

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form (Standard Form 1187), nor discuss internal UNION business during the meeting.

#### ARTICLE 37

##### DUES WITHHOLDING

**Section 3701.** The EMPLOYER will honor a written assignment which authorizes it to deduct from the pay of an employee in the Unit amounts for the payment of regular and periodic dues to the UNION. The EMPLOYER will make an appropriate allotment pursuant to that assignment. Such an allotment will be at no cost to the UNION or the employee.

**Section 3702.** A multi-level dues structure shall be established to the extent that one dues level shall be that amount required to cover the employee's UNION membership dues only, and the remaining levels to be the amount required to cover the employee's UNION membership dues, plus that amount required to cover the cost of the optional dental protection plans and medical plans as offered by the UNION.

**Section 3703.** UNION dues shall be deducted by the EMPLOYER from an employee's pay check each pay period when the following conditions have been met.

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

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UNION subject to the payment of his first month's dues through voluntary allotment as provided herein.

b. The employee is not a member of another employee organization for which UNION dues are being withheld from him by his EMPLOYER.

b. The employee's net earnings after all legal and required deductions are sufficient to cover the entire amount of the allotment. No deductions shall be made when the salary is not sufficient to cover the full amount of withholding or when the employee is in a nonpay status for the entire pay period.

c. The appropriate official of the UNION has completed and signed Section A of Standard Form 1187, "Request for Payroll Deduction of Labor Organization Dues," on behalf of the UNION. The SF 1187 is submitted to the PMSO which forwards it to the payroll office.

d. The properly executed Standard Form 1187 has been received by the servicing payroll office not later than three days prior to the beginning of the pay period for which deductions commence.

**Section 3704.** The UNION shall educate its members on all aspects of the program for allotments for payment of dues, its voluntary nature and uses, availability of the required form, and especially the requirements in Section 3610.

**Section 3705.** The UNION shall purchase and supply to the employees involved the Standard Form 1187.

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The UNION shall be responsible for the distribution of such forms to its members and for completion of Section A thereon, including the certification of the current amount of the UNION'S regular dues to be deducted each bi-weekly pay period. Sample signatures of the appropriate officials of the UNION authorized to complete Section A of Standard Form 1187, shall be furnished to the EMPLOYER.

**Section 3706.** Deduction of dues to the UNION shall begin with the first pay period which occurs after receipt of Standard Form 1187 by the servicing payroll office on dates specified in Section 3703.

**Section 3707.** The amount of the dues to be deducted each bi-weekly pay period on behalf of the UNION shall remain as originally certified on such allotment forms until a change in the amount of such deductions is certified by the appropriate officials of the UNION and such certification of change is duly transmitted to the servicing payroll office via the EMPLOYER. Such changes must not be inconsistent with Section 3708.

**Section 3708.** Changes in amount of allotment.

a. Any such change in the amount of the allotment of such employee per bi-weekly pay period shall become effective not later than three weeks following receipt of the notice of change in the payroll office or a later date if requested by the UNION. Changes in amount of any UNION dues shall be made not more than once in a six-

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month period providing an emergency need exists as determined by the UNION.

b. An employee who has registered a dues withholding allotment under the multi-level dues structure for dues without the dental plan benefits may increase his allotment to cover the dental plan without being subjected to the waiting period defined in Section 3710. An employee with dues and dental plan who wishes to cancel the dental plan portion of his allotment must comply with the waiting period defined in Section 3710.

**Section 3709.** The EMPLOYER agrees that an allotment authorization may be submitted through the Fort Eustis Personnel Management Support Office (PMSO) to the Fort Eustis Finance and Accounting Officer at any time.

The EMPLOYER shall automatically terminate an allotment when an employee leaves the unit as a result of any type of separation, transfer or other personnel action (except detail); upon loss of exclusive recognition by the UNION; when this agreement providing for dues withholding is terminated by an appropriate authority outside the Department of Defense; or when the employee has been suspended or expelled from the UNION, in which case the UNION shall so notify the Finance and Accounting Officer in writing.

**Section 3710.** An employee in the unit may file a dues allotment revocation at any time by submitting in duplicate a properly executed Standard Form 1188 "

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Cancellation of Payroll Deductions for Labor Organization Dues," (or suitable substitute) to the PMSO. Any such revocation of a dues allotment under this Section shall become effective only at the beginning of the first full pay period following the anniversary date on which the employee authorized his dues withholding. Any such revocation must reach the PMSO in sufficient time to allow forwarding the request for receipt by the servicing payroll office not later than the first day of the month in which the anniversary date for the individual's dues allotment registration occurs. Immediately upon receipt of any such revocation request, the EMPLOYER shall forward the original of such request to the servicing payroll office and the duplicate to the President of the UNION.

**Section 3711.** The UNION, having members on voluntary allotment of its UNION dues, shall promptly notify the EMPLOYER, in writing, when any such members of the UNION is expelled or for any reason ceases to be a member in good standing.

**Section 3712.** The EMPLOYER, (payroll office), shall transmit to the UNION within five working days after each payday:

- a. A listing of the names of employees for whom deductions are being made during the current pay period.
- b. For each employee the amount withheld will be given.

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c. The total:

- (1) Amount deducted.
- (2) Net amount of check drawn to UNION.

**Section 3713.** The EMPLOYER shall ensure that a check is prepared and submitted to the Treasurer of the UNION in the amount stated on the listing described in Section 3612(3).

## ARTICLE 38

### DURATION OF AGREEMENT

**Section 3801.** The Agreement shall remain in force for three (3) years from the approval date by the agency head or his designee in accordance with 5 U.S.C. 7114C, and shall be automatically renewed for a three (3) year period unless either party shall notify the other party in writing no more than 105 days nor less than sixty (60) days prior to the expiration date of the Agreement, or to any subsequent anniversary date, of either party's desire to terminate or renegotiate this Agreement.

**Section 3802.** Any notice given under the provisions of this section shall be accompanied by a copy of the proposed new Agreement unless earlier furnished. The party receiving notice given in accordance with this section may deliver a counter-proposal to the other party within forty-five (45) days after receipt of such notice, but in any event not earlier than sixty (60) days before the

anniversary date of the Agreement. In the event of failure of the respondent party to submit a counter-proposal within the period herein provided, the existing Agreement shall be considered as having been filed as said party's counterproposal.

**Section 3803.** It is agreed that at any time, this Agreement may be reopened to modify, add or delete clauses and articles as may become necessary due to the change of laws and regulations or policies directive in nature to the EMPLOYER that may warrant changes. Before reopening, the party wishing to reopen will submit to the other party at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired. The agreement may only be reopened at the mutual consent of the parties.

**Section 3804.** When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement due to proceeding involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, this Agreement shall be continued until resolution of the dispute or issue.

APPENDIX A

REQUEST TO LEAVE ASSIGNED WORK AREA TO  
PERFORM REPRESENTATIONAL DUTIES

This requests official time to conduct representational duties pursuant to Article VII of the Negotiated Agreement between AFGE Local 1625 and US Army Transportation Center, US Army Troop Support Agency and Information Systems Command, Fort Story,

DATE	TIME	SIGNATURE
PURPOSE OF REQUEST (check one):		
GRIEVANCE INVESTIGATION _____	FLRA PROCEEDING _____	
GRIEVANCE PROCESSING _____	FSIP PROCEEDING _____	
LABOR MANAGEMENT MEETINGS _____	OTHER (SPECIFY) _____	
NEGOTIATIONS _____		
APPROVED _____		
DISAPPROVED _____		
		_____ SIGNATURE OF SUPERVISOR
TIME OUT _____		
TIME IN _____		TIME USED _____

APPENDIX B

GRIEVANCE FORM

NAME OF GRIEVANT \_\_\_\_\_  
ORGANIZATIONAL/WORK UNIT \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_  
OFFICE PHONE \_\_\_\_\_  
NAME OF REPRESENTATIVE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
RELIEF SOUGHT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PROVISION OF CONTRACT/REGULATION ALLEGED VIOLATED \_\_\_\_\_  
\_\_\_\_\_

NAME OF IMMEDIATE SUPERVISOR \_\_\_\_\_

OFFICE PHONE \_\_\_\_\_

DATE GRIEVANCE INFORMALLY PRESENTED \_\_\_\_\_

SIGNATURE OF GRIEVANT \_\_\_\_\_

TO BE COMPLETED BY STEP 2 SUPERVISOR

NAME OF STEP 2 SUPERVISOR \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_

REPLY \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

I WISH TO ADVANCE THIS GRIEVANCE TO STEP 3 OF THE  
GRIEVANCE PROCEDURE

\_\_\_\_\_ for the following reasons:  
SIGNATURE DATE

\_\_\_\_\_  
(TO BE COMPLETED BY STEP 3 OFFICIAL

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

REPLY \_\_\_\_\_

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

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

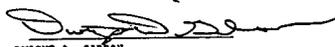
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IN WITNESS WHEREOF, the parties have entered into this Agreement  
4 January 1990 :

FOR THE EMPLOYER:

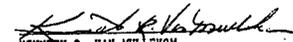
FOR THE UNION:

  
ROBERT P. BARCLAY  
COL, TC  
COMMANDING

  
DWIGHT D. GIBSON  
CHIEF NEGOTIATOR  
PRESIDENT, AFGE, LOCAL 1825

  
DOROTHY M. JANELS  
COMMISSARY OFFICER

  
KENNETH G. KLEIN  
FIRE CHIEF

  
KENNETH R. VAN MULLEROM  
CHIEF NEGOTIATOR

# SMOKING/USE OF TOBACCO PRODUCTS

## AGREEMENT

### Between The Following Parties

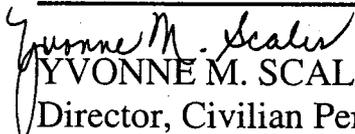
The U.S. Army Transportation Center (USATCFE), Fort Story, Virginia, and the American Federation of Government Employees (AFGE), Local 22;

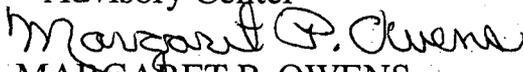
HQ U.S. Army Transportation Center (USATCFE), Fort Eustis, Virginia, and the International Association of Firefighters (IAFF), Local F-173;

The Military Traffic Management Command Deployment Support Command (DSC), Fort Eustis, Virginia, and the American Federation of Government Employees (AFGE), Local 2855.

The PARTIES hereby acknowledge that it is mutually beneficial to achieve a smoke/tobacco products free environment in all interior spaces, (unless excepted), owned, rented, or leased by this command. The PARTIES agree that they will comply with DA Smoking Guidance, applicable Executive Orders, and U.S. Army Transportation Center Policy Brief 600-63. The PARTIES further agree that this Smoking/Use of Tobacco Products Agreement replaces any and all existing agreements.

#### FOR THE EMPLOYER

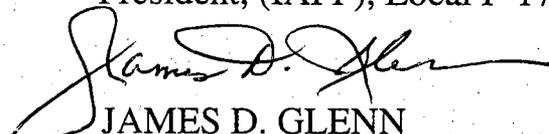
  
YVONNE M. SCALES  
Director, Civilian Personnel  
Advisory Center

  
MARGARET P. OWENS  
Personnel Management  
Specialist

#### FOR THE UNION

  
KIRK MCKINLEY  
Cmd Vice President, (AFGE), Local 22

  
KEVIN JACKSON  
President, (IAFF), Local F-173

  
JAMES D. GLENN  
Vice President, (AFGE), Local 2855

Dated: 20 April 2000

## MERIT PROMOTION AND PLACEMENT PLAN

### SUPPLEMENTAL AGREEMENT

Between

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

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

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

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

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

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

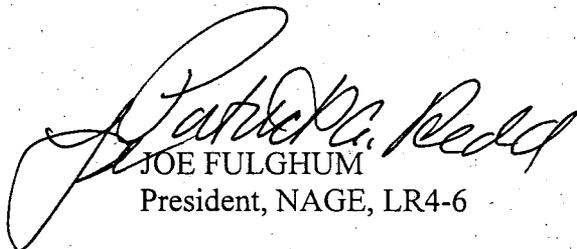
Section 4. An employee who is dissatisfied with the placement consideration received may have **UNION** representation. When the union is representing an employee, the **EMPLOYER** will make available for review the following pertinent promotion records: list of names of those applicants considered and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

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

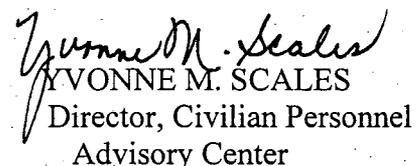
Section 6. Resumes must be pre-positioned at the Southeast Civilian Personnel Operations Center. Self-nomination is only possible after an applicant has received acknowledgement from the SECPOC that their resume has been pre-positioned into the RESUMIX database. Applicants must send self-nominations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

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

FOR THE UNION:

  
JOE FULGHUM  
President, NAGE, LR4-6

FOR THE EMPLOYER:

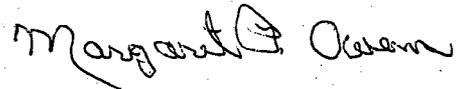
  
YVONNE M. SCALES  
Director, Civilian Personnel  
Advisory Center

Merit Promotion and Placement Plan  
Supplemental Agreement

FOR THE UNION:



GEORGE HAUSE  
President, AFGE, L1643



MARGARET P. OWENS  
Personnel Management  
Specialist

FOR THE UNION:



KIRK MCKINLEY  
Command Vice President, AFGE, L22

FOR THE UNION:



KEVIN JACKSON  
President, IAFF, F-173

FOR THE UNION:



JAMES D. GLENN  
VICE PRESIDENT, AFGE, L2855

DATE: 22 February 2000