NEGOTIATED AGREEMENT

BETWEEN

HEADQUARTERS, UNITED STATES ARMY TRAINING CENTER
AND FORT JACKSON, FORT JACKSON, SOUTH CAROLINA

UNITED STATES ARMY MEDICAL DEPARTMENT ACTIVITY (MEDDAC),

UNITED STATES ARMY COMMUNICATIONS COMMAND DETACHMENT

UNITED STATES ARMY TROOP SUPPORT AGENCY

LOCATED AT FORT JACKSON, SOUTH CAROLINA

AND

LOCAL 1909

AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES

EFFECTIVE DATE: 30 JUN 87

The effective date of this Agreement is 30 June 1987.

Although this Agreement was signed by appropriate Commanders on 17 March 1986, upon review of the Agreement by the US Army Training and Doctrine Command (TRADOC), both parties had to subsequently meet and take additional actions for the Agreement to be in conformance with applicable laws, rules and regulations. This necessitated additional review by TRADOC. All provisions were approved by TRADOC on 30 June 1987.

P R E A M B L E

Pursuant to the policy set forth in the Civil Service Reform Act and subject to all applicable statutes and regulations issued by the Office of Personnel Management, the Department of Defense, higher echelons within the Department of the Army, and other Federal agencies authorized to implement the Act, the following articles constitute an Agreement by and between the US Army Training Center and Fort Jackson, the US Army Medical Department (MEDDAC), US Army Information Systems Command and US Army Troop Support Agency, Fort Jackson, SC, hereinafter called the Employer, and Local No. 1909, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union.

STIPULATION

In this Agreement wherever "man", "men", or their pronouns appear, either as words or parts of words (and other than with obvious reference to named male individuals), they are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

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ARTICLE 1

Exclusive Recognition and Coverage of the Agreement

Section 1.1. The Employer recognizes the Union as the exclusive bargaining representative of all employees in the unit as defined.

Section 1.2. The recognized bargaining unit is all wage grade employees of the US Army Training Center and Fort Jackson, the US Army Medical Department (MEDDAC), Fort Jackson, South Carolina, US Army Information Systems Command, Fort Jackson, South Carolina, and US Army Troop Support Agency, Fort Jackson, South Carolina, excluding all professional employees, management officials, temporary and intermittent employees, employees engaged in Federal personnel work in other than a purely clerical capacity and supervisors and guards, as defined in the Civil Service Reform Act.

Section 1.3. Whenever used in this Agreement, the term "Commanding General" refers to the US Army Training Center and Fort Jackson, Fort Jackson, South Carolina. When applied to employees of tenant organizations of the US Army Health Services Command, The US Army Information Systems Command, or the US Army Troop Support Command, the term "Commander" has equal applicability and will be in lieu thereof.

ARTICLE 2

Provisions of Law and Regulations

Section 2.1. In the Administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies and regulations of the Department of the Army in existence at the time the Agreement is approved; and by subsequently published policies and regulations of the Department of the Army required by law or by the regulations of appropriate authorities.

ARTICLE 3

Matters Appropriate for Consultation or Negotiation

Section 3.1. It is agreed that the Employer and the Union, through appropriate representatives, shall meet at reasonable times to confer in good faith with respect to personnel policies and practices and matters affecting working conditions and conditions of employment as defined in

Public Law 95-454. In administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time the agreement was approved, and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level, and the Civil Service Reform Act of 1978.

Section 3.2. The Employer will notify the Union of any changes in directives and policies relating to personnel policies and practices or matters affecting conditions of employment of bargaining unit employees which are not specifically covered in this Agreement. Before any changes are implemented, the Union shall be given the opportunity to consult or negotiate as appropriate. If negotiations are requested and agreement cannot be reached, the established procedures for such resolution will be followed. Matters appropriate for consultation or negotiation with the Union include personnel policies and practices and matters affecting working conditions which fall within the scope of authority of the Employer. Such subjects include, but are not limited to, occupational health and safety, employee training, labor-management cooperation, employee welfare and services, methods of adjusting grievances and appeals, pay practices, granting leave, promotion plans, demotion practices, and reduction-in-force.

Section 3.3. Nothing in this section shall preclude the Command and labor organization from negotiating

a. At the election of the Commander, 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 will observe in exercising any authority under this section; or

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

Section 3.4. a. Before making changes of prior benefits, practices, and understandings which have been mutually acceptable to the Employer and the Union, but which are not specifically covered by this Agreement and adversely affect the workers in the immediate work area, the Employer will consult or negotiate as appropriate.

b. If the Employer proposes a change in a matter covered in this section, the Union will be notified in writing the nature of and reason for the proposed change.

c. After being informed by the Employer of a proposed change, the Union shall notify the Employer within five workdays whether it desires to consult or negotiate on the matter.

(1) If the Union desires consultation, the Union will submit its views to the Employer in writing. After being notified by the Union of the desire for consultation, the Employer shall arrange for a meeting within seven calendar days. The Union's views and suggestions will be considered in the formulation, development and implementation of any change.

(2) If negotiations are appropriate and requested by the Union, the request must be in writing, contain the Union proposal with appropriate concerns. Meetings will be held after the proper written request is received by the Employer. Within 11 calendar days of receipt of the written request, the parties will meet to begin negotiations.

d. Failure by the Union to submit a timely request to consult or negotiate on a proposed change shall constitute a waiver of that right, unless all parties agree that an extension is justified.

ARTICLE 4

Rights of the Employer

Section 4.1. The Employer retains the right, in accordance with applicable laws and regulations:

a. 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.

b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.

c. With respect to filling positions, to make selections for appointments from:

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

(2) any other appropriate source

d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

ARTICLE 5

Rights of Employees

Section 5.1. The Employer and the Union agree that each employee in the unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Civil Service Reform Act, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. The Employer shall take the action required to assure that employees in the unit are apprised of their rights under this section, and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in a labor organization.

Section 5.2. It is further agreed that the rights described in Section 5.1 do not extend to participation in the management of a labor organization or action as a representative of such an organization by a supervisor, except as provided in Civil Service Reform Act or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with the official duties of the employee.

Section 5.3. Each employee has the right, regardless of whether he is a member of a labor organization, to bring matters of personal concern to the attention of appropriate officials under applicable law, rule, regulations, or established policy of the Department of the Army; or to choose his own representative in any appellate action other than the negotiated grievance procedure. In a grievance, the employee may either choose not to be represented or to be represented only by the Union. In the event the employee does not desire to be represented by the Union, the Union still must be given the opportunity to be present at all of the grievance discussions.

Section 5.4. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 5.5. Employees shall have the right to be represented by the Union in any grievance, appeal, or EEO complaint action initiated by the employee.

Section 5.6. Employees shall have the right to be represented by the Union in preparing and presenting their reply to any proposed disciplinary, adverse, reclassification, or reduction-in-force action.

Section 5.7. Employees shall be given reasonable official time to prepare their reply to any proposed disciplinary, adverse, reclassification, or reduction-in-force action, with due regard for the nature of the action and offense, travel time involved, and availability of Union representatives to assist the employees. Additional reasonable time shall be authorized for the employees to prepare for any hearing scheduled as a result of their grievance, appeal, or EEO complaint. Employees shall be in a duty status, except that overtime will not be incurred, in any meeting or hearing scheduled as a result of their grievance, appeal or EEO complaint.

Section 5.8. A Union representative, if designated by the employee, shall be entitled to the same amount of official time as the employee under the terms of this article.

Section 5.9. In accordance with Section 8.8, employees shall have the right to meet with their Union steward concerning matters affecting their working conditions.

ARTICLE 6

Rights of the Union

Section 6.1. The Union shall have the right and the responsibility to represent all employees in the unit; to present to the Employer, either orally or in writing, its views on matters of concern; to consult or negotiate as appropriate, in the formulation, development and implementation of personnel policies and practices which are within the authority of the Employer; and to negotiate with the Employer with the object of reaching an agreement covering all employees in the unit.

Section 6.2. The Union shall be given the opportunity, subject to security regulations and the Privacy Act, to observe discussions between the Employer and employees or employee representatives concerning appeals and EEO complaints, when requested by the employee. The Union will be given the opportunity to be present at any grievance and discussions on matters affecting general working conditions of all of the unit employees. If the employee is represented by the Union, the Union will be given, upon request, an opportunity to review the file of the grievance or appeal prior to any scheduled meeting or hearing. An observer at an appeal hearing may not participate in any way. The Union may have an observer at an EEO or appeal hearing subject to the determination of the examiner. If the employee is being represented by the Union in such a proceeding, the representative and the Union observer, if any, may both not be on official time at the same time.

Section 6.3. The Employer shall not meet with an employee or a group of employees to seek their views of proposed changes in matters affecting working conditions, personnel policies or practices, which are within the authority of the Employer and which are appropriate matters for consultation or negotiation without the consent of the Union. Employees, who also serve as representatives of the Union, will be considered as representatives of the Union in meetings of this nature.

Section 6.4. The Union shall be given the opportunity to be represented at -

a. any formal discussion between one or more representatives of the agency 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 agency in connection with an investigation if -

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

(2) the employee requests representation.

ARTICLE 7

Union-Management Meetings

Section 7.1. It is agreed that the Employer shall meet with Union representatives for the purpose of reviewing and discussing matters of common interest in establishing and maintaining labor-management cooperation.

Section 7.2. Either party may call for such meetings at any time, at least six workdays in advance of preferred date. The meeting will be held at a mutually agreed upon time, normally within eight workdays, but in no case later than 14 workdays after receipt of initial request for meeting.

Section 7.3. At least three workdays prior to established date of meetings, both parties will notify the other in writing of subject matters to be discussed.

Section 7.4. Minutes of these meetings will be made by management, a copy furnished the Union, and the Union may furnish management any written comment it desires as corrections or supplements which will be filed with the minutes to which they refer.

ARTICLE 8

Union Representation

Section 8.1. The Employer agrees to recognize the officers, authorized representatives, and stewards designated by the Union.

Section 8.2. The Union may designate a number of stewards (including chief stewards) which shall not exceed 30. In addition, the Union may designate not more than five stewards without regard to the foregoing limitations to serve specified areas where additional representation is needed in the Union's judgment. The Union assumes responsibility after consultation with the Employer for designating the minimum number of stewards needed in any area in order to carry out their proper functions in an efficient manner.

Section 8.3. Stewards will restrict their employee representational activities to matters involving employees in the unit of the area the steward represents. Stewards and Union officers in the unit conducting business on behalf of the unit will be permitted to use a reasonable amount of their time in a duty status. This shall not prevent a steward from acting as the Union's representative in other matters of Union responsibility, e.g., committees, when selected for such duties in accordance with this Agreement. It will be the responsibility of the Union to insure that stewards and officers judiciously use such official time. If the Employer has reason to believe that a Union official or steward is using an excessive amount or abusing the use of official time in employee representational activities, the Union President shall be notified. The Union President, or designee, shall investigate the circumstances, meet with the Employer, discuss the findings, and take appropriate action. If the Employer is not satisfied with the action taken by the Union President, a grievance may be filed in accordance with Article 34 of the Agreement.

Section 8.4. The Union agrees that stewards will be properly oriented and indoctrinated with respect to Civil Service Reform Act as well as the provisions of this Agreement.

Section 8.5. The Union shall furnish the Employer, in writing, and maintain on a current basis, a complete list of its officers, stewards, and alternate stewards. The list will also show the organizational segment for which stewards and their alternates are assigned representational responsibilities. Alternate stewards will act only in the absence of regularly assigned stewards.

Section 8.6. Prior to transferring Union stewards from one work shift to another, consideration will be given to the need of the work situation or a request by the steward. When transferred on a permanent basis to another

organizational segment, stewards will lose their right of representation for the organizational segment from which transferred, and a new steward will be designated by the Union to represent employees of that organizational segment and/or shift.

Section 8.7. Stewards are responsible for representing the interests of the employees in their assigned areas in meetings and discussions with appropriate management officials concerning work-related matters. They may investigate and discuss employee complaints and grievances with employees who have pertinent knowledge of the matter at hand and with resolution of such on-the-job problems. Reasonable time during working hours will be granted stewards for these activities subject to other pertinent provisions of this article. Stewards or officers of the Union shall not solicit complaints or grievances; however, they shall be allowed to give full and complete consideration and assist in processing to completion any complaint or grievance found to have merit.

Section 8.8. Stewards, chief stewards, and Union representatives will obtain permission from the appropriate supervisor to leave assigned work and will report to the supervisor upon return. If the reason for leaving work is to discuss a work-related matter with an employee, permission of that employee's supervisor to interrupt that employee's work will be obtained prior to leaving work. Conversely, an employee of the unit desiring to leave his work to discuss a work-related matter with the steward, chief steward, or union representative, will obtain permission from both of the supervising officials prior to leaving work. The employee will notify his supervisor upon his return to work. If workload conditions permit, permission will be granted for such interchange. Arrangements for interchange shall be within two workdays of the request. Contacts between employees and stewards will normally take place in the immediate vicinity of the employee's assigned work area, and the immediate supervisor will make arrangements to provide reasonable privacy. In the event of an immediate supervisor's unavailability, the next level supervisor or designated supervisor will be contacted.

Section 8.9. During absences authorized under the terms of this Agreement, the Union representative will confine his activities to the conduct of that matter for which approval of temporary absence was requested and return to his work area upon completion of the matter at hand. If the representative's official activities cannot be concluded within the approved time of absence or if additional activities are deemed necessary, the representative shall contact the appropriate supervisor and be governed accordingly. Upon his return to his work area, he will personally notify his immediate supervisor of his return to duty.

Section 8.10. Meetings with Union officials, stewards, or representatives, at the request of management officials shall be considered as permission to leave their assigned work area. However, the employees shall notify the immediate supervisor of the time such meetings are scheduled.

Section 8.11. The Employer authorizes non-local Union representatives to visit the installation to carry out the functions which come within the scope of their responsibility provided that on their initial visit they present to the Civilian Personnel Officer proper credentials, satisfy requirements controlling admission of visitors to this installation, and advise the Civilian Personnel Officer of the purpose of their visit. Subsequent visits by the same individuals may be satisfied by advising the local Union officials of the potential visit. The Union will notify the Civilian Personnel Officer. Such visits shall be confined to those functions authorized by controlling regulations and procedures and specific articles of this Agreement. Consultations with and visits to activities will be scheduled in advance and be held at a mutually convenient time during regular working hours.

Section 8.12. In order to draw a reasonable distinction between official and non-official activities, those activities concerned with organizing efforts and the internal management of the Union, including but not limited to, the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions, solicitations of signatures on dues withholding authorization forms or forms revoking dues withholding authorization, campaigning for Union office, and distribution of literature may not be conducted within regular working hours of the employees involved.

ARTICLE 9

Voluntary Allotment for Payment of Dues

Section 9.1. The Employer agrees to withhold, each biweekly pay period, the dues of each employee of the unit who is a member in good standing of the Union and who has signed an employee authorization form authorizing such dues withholding.

Section 9.2. Dues are the regular, periodic amounts required to maintain an employee as a member in good standing of the Union. Initiation fees, special assessments, back dues, fines, and similar items shall not be considered as dues.

Section 9.3. Dues withholding allotments will not be made for part-time employees whose earnings are not regularly sufficient to cover the amounts to be withheld. Dues will not be withheld for an employee whose net salary after legal and required deductions is not sufficient to cover the amount of the authorized allotment, such as when the employee has had a period of time in a nonpay status (leave without pay, absence without leave, suspension or furlough). Employees who are entitled to buy back leave subsequent to a determination of entitlement to workers' compensation cannot be refunded the deductions made for Union dues while on leave.

Section 9.4. The amounts of Union dues to be withheld from employee's salaries will normally be changed not more than once in any twelve month period. Such amounts will be shown on the authorization form at the time the appropriate Civilian Pay Section, FAO, initially receives it. The amount will remain unchanged until the President or Treasurer of the Union certifies that the amount of the regular dues has changed. The certificate will be submitted to the appropriate Civilian Pay Section. The certified amount of the dues will be deducted the first complete biweekly pay period after receipt in the appropriate Civilian Pay Section, or on a later date if requested by the Union.

Section 9.5. Payment will be made to the AFGE Local 1909, in the amount equal to the total of such allotment deductions made. The President of the Union will immediately notify the appropriate Civilian Pay Section of any changes in the name and address of the Treasurer.

Section 9.6. An employee may, at any time, voluntarily revoke his allotment for the payment of Union dues by submission of a SF 1188 to the appropriate Civilian Pay Section. A supply of the forms (SF 1188) will be maintained in the Fort Jackson Civilian Pay Section and will be available to employees upon request. However, a written request for revocation of an allotment which is otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the form. The employees will be responsible for seeing that their written revocation is received in the Civilian Pay Section on a timely basis. The revocation will not be effective for a period of one year from the date an allotment was first made, and will be effective only at the beginning of the first full pay period following 1 March subsequent to the one-year period.

Section 9.7. An employee may indicate at any time that he wishes to have his dues withheld by completing an authorization form (SF 1187). The Union is responsible for procuring the prescribed allotment forms; distributing the forms to its members; certifying as to the amount of its dues; providing completed forms to the appropriate Civilian Pay Section; and educating its members on the program for allotments for payment of dues, its voluntary nature; and the uses and availability of the required form.

Section 9.8. A dues allotment for an individual employee will be terminated by the appropriate Civilian Pay Section when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action (except detail); upon loss of exclusive recognition by the Union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended or expelled from the Union. When the employee is promoted to supervisor or managerial position, the employee will be responsible for terminating the dues withholding. The Employer will be responsible to see that it is followed through.

Section 9.9. The Union will promptly notify the appropriate Civilian Pay Section, in writing, when any member who has authorized dues withholding is expelled or suspended from the Union. The allotment will be terminated effective with the first full pay period after receipt of this notice by the appropriate Civilian Pay Section.

Section 9.10. The appropriate Civilian Pay Section shall furnish to the Treasurer of the Union, as of each biweekly pay period, a list containing the names of those employees from whose salaries dues deductions have been made, and each amount withheld.

Section 9.11. The amount of dues withheld each pay period shall be determined as follows:

a. When the amount of dues is stated in terms of an annual amount (covering a period of 12 months) the figure will be divided by the number of pay periods in a calendar year.

b. When the amount of dues is stated in terms of a monthly amount, the figure will be multiplied by 12 and the result divided by the number of pay periods in a calendar year.

Section 9.12. 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 this Agreement as the result of pending third-party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, payroll withholding of the dues of members of the Union shall be continued until the new Agreement has become effective.

ARTICLE 10

Hours of Work

Definitions:

a. Administrative Workweek: Period of seven consecutive calendar days. Fort Jackson administrative workweek begins at 0001 hours on Sunday and ends at 2400 hours on the following Saturday.

b. Tour of Duty: The hours of a day and the days of an administrative workweek that constitute an employee's regularly scheduled administrative workweek.

c. Regularly Scheduled Work: Work that is scheduled in advance of an administrative workweek, including overtime.

d. Regular Tour of Duty: Five days, Monday through Friday, on each of which the employee is scheduled to work 8 hours.

e. Shift: An eight-hour work period where 16- or 24-hour coverage is necessary for operations.

f. Rotating Shift: A rotating eight-hour work period on a regularly scheduled basis.

Section 10.1. Tours of duty will be scheduled to correspond with an employee's actual work requirement. The Employer agrees, that when other than regular tours of duty are necessary, two consecutive days off will be provided to the maximum extent possible except where it would be essential to accomplish the mission. The employee(s) will be notified of a necessary change in the tour of duty as soon as possible. Any change in the regularly scheduled workday or workweek will be in accordance with applicable rules and regulations, and the Union shall be notified prior to implementing the change. Selection of employees for a change in tour of duty will be made first by asking for volunteers for the change. The Employer will consider character of the work, available skills according to job classification in the work area, individual considerations and availability and willingness of other employees to change in making the decision as to which employees will change.

Section 10.2. It is the policy of the Employer to grant rest periods where the work situation warrants. The Employer may provide two (2) rest periods per workday for all eligible employees unless emergency situations occur. These rest periods are considered duty time. These rest periods are for:

a. Protection of employees' health by relief from hazardous work or that which requires continual and/or considerable physical exertion.

b. Reduction of accident rate by removal of fatigue potential.

c. Working in confined spaces or in areas where normal personal activities are restricted.

d. Increase in, or maintenance of, high quality and/or quantity work traceable to the rest period.

Section 10.3. Employees will be compensated for tasks performed prior to the beginning and following the ending of the assigned tour of duty in accordance with existing regulations. Any preparation necessary to perform assigned duties such as to pick up a vehicle to transport other workers, shall be within duty hours.

Section 10.4. In the event of power failure, breakdown, or other interruptions beyond the control of the Employer resulting in the interruption or suspension of operations, employees who are in a work status and

whose services cannot be utilized in their present work area or elsewhere shall be administratively excused from duty without charge to leave or loss of pay, consistent with regulatory requirements. When the Employer decides to close the installation or a part of it due to inclement weather and to dismiss employees who are not required for essential or emergency services, those so excused from duty will not be subject to charge to leave or loss of pay. In both of the above described situations, employees who report, or are scheduled to report, for work and whose services are not essential or of an emergency nature will be excused as authorized by the administrative excusal action and in accordance with applicable regulations. These employees will be granted administrative leave with no charge to leave or loss of pay.

Section 10.5. A reasonable amount of time will be allowed consistent with the nature of the work performed, for employees to clean up prior to the lunch period and at the end of the workday. Though a set amount of time will not be established, the employee has the obligation to use only the amount of time necessary for this purpose.

Section 10.6. Tardiness due to unavoidable or necessary circumstances of less than one hour may be excused upon submission of adequate reasons and consideration of past frequency of tardinesses.

Section 10.7. Upon request by an employee, the granting of flexitime will be based on a beneficial need of both parties. In the event the request cannot be granted, the Employer will furnish the employee in writing citing specific reasons. Administration of flexitime use will be subject to review by the Labor-Management Committee. Both parties will have an equal amount of representatives.

ARTICLE 11

Overtime

Section 11.1. Overtime work will be required as determined necessary to accomplish work in an efficient and economical manner.

Section 11.2. All hours of work in excess of eight hours in the employee's regularly scheduled tour of duty shall be paid for at one and one-half the employee's basic hourly rate, plus any applicable shift premium.

Section 11.3. Opportunity for overtime other than call-back will be distributed as equitably as possible among employees with comparable job skills in each organizational element as far as the character of the work will permit. As a general rule, first consideration for overtime will be given to employees currently assigned to the job. Second consideration will be given to other employees qualified to do the job.

Section 11.4. Qualified employees who have volunteered to respond to call-back will be requested to respond prior to the consideration of assigning others who have not volunteered but are qualified to do the job. Any employee who is called (back) to work at a time outside of and unconnected with his scheduled hours of work shall receive at least two hours' call-back overtime pay, including any shift differential and/or additional pay to which he is entitled, in accordance with applicable pay regulations and statutes.

Section 11.5. Necessary pertinent information concerning overtime hours worked and except for call-back, that offered, but not worked, will be maintained, and will be made available for review, when requested, to employees and/or the appropriate stewards to aid in resolving specific complaints concerning overtime distribution.

Section 11.6. Compensatory time off is not authorized for Wage Grade employees.

Section 11.7. The Employer will notify the employees of planned overtime assignments at least twenty-four (24) hours in advance of an overtime requirement. If an overtime situation exists which precludes the normal notification, the Employer will notify the employees when he makes the determination.

Section 11.8. If a unit employee is delayed in reporting for an overtime assignment, for reasons acceptable to the supervisor, he shall not be denied the remainder of the overtime assignment, provided a need for his services still exists. If an employee who has been assigned overtime cannot report for the assignment due to illness or another emergency situation similar to those used to determine emergency leave conditions, such employee shall notify the responsible supervisor in the parent shop or office. The employee will be restored to the top of the overtime list.

ARTICLE 12

Holidays

Section 12.1. Any eligible employee whose services are not required by the Employer on any holiday established by Federal statute or Executive Order may be excused from duty for that day without charge to leave, and those excused will be entitled to holiday benefits in accordance with appropriate regulations. Whenever holidays occur on a calendar Saturday or Sunday, or on the employee's regularly scheduled non-workday within his tour of duty, the holiday shall be observed on the day specified by governing regulations.

Section 12.2. Employees shall not be required to perform work on days designated as holidays by statute or Executive Order except as operating needs require. The Employer will advise the Union, upon request, of the reasons for requiring employees to work on a holiday.

Section 12.3. When holiday work is required, in other than seven days per week operations, volunteers will be solicited from employees of any given organizational element having the same tour of duty, shift and job classification (job title, series and grade) or special qualifications/ skills to perform the work. If sufficient volunteers are not obtained, qualified employees in the organizational element will be directed to perform the work on a rotational basis in inverse order of their seniority. Holiday assignments may also be changed by mutual consent of the supervisor and the employees involved. Special effort shall be made to give equitable rotation of employees required to work on Thanksgiving, Christmas, and New Years.

Section 12.4. Employees who desire to question the equity of the distribution of holiday work must present specific days in question and specify how the alleged inequity occurred.

ARTICLE 13

Local Wage Survey

Section 13.1. The Union shall be notified of the time and extent of local wage surveys as tentatively scheduled by the Department of Defense Wage Fixing Authority.

Section 13.2. When so designated by the Department of Defense Wage Fixing Authority, the Union will designate a representative who will be appointed by the Employer as a member of the Local Wage Survey Committee. The Union shall designate data collectors and alternate data collectors up to the number required by the Local Wage Survey Committee. The data collectors and alternate data collectors designated by the Union and endorsed by the Local Wage Survey Committee will be appointed by the Employer. Participation by the Union in the wage survey shall be governed by the provisions of FPM 532-1 and other pertinent instructions from Department of Defense and Department of Army.

Section 13.3. Reasonable time during working hours will be granted to not more than three employees in the unit selected by the Union to appear before the Local Wage Survey Committee to present the Union's viewpoint on such matters as areas, industries, establishments, and jobs to be covered in the wage survey.

ARTICLE 14

Equal Employment Opportunity

Section 14.1. The Union and Employer will promote equal employment opportunity on all levels and the elimination of discrimination because of race, color, religion, sex (including sexual harassment), national origin, age, mental or physical handicap, marital status, and political affiliation. The Employer is responsible for promoting equal opportunity through a positive, continuing program involving all management policies, programs, objectives, practices and personnel.

Section 14.2. The Employer will make every effort to effectively administer the EEO Program, including affirmative action and processing of discrimination complaints. A re-affirmation of the commitment to equal employment opportunity will be made by a policy statement at least annually. The Employer will review alleged violations of Equal Employment Opportunity regulations and will consider appropriate disciplinary actions against managers, supervisors, program officials or employees on the installation who fail to comply with requirements of appropriate regulations.

Section 14.3. All personnel actions and employment practices involving employees and applicants for employment will be based on laws, regulations, policies and the terms of this contract.

Section 14.4. The Employer will consider and adjudicate complaints of discrimination filed through the appropriate agency administrative appeals procedure or the negotiated grievance procedure, if appropriate. The Employer will require support and cooperation of management with EEO counselors and other officials including the Union in attempting to bring about informal resolutions of complaints and matters related to affirmative action programs. Persons who allege discrimination or who participate in the presenting of such complaints will be free from restraint, interference, coercion, discrimination, or reprisal. A complainant has the right to be accompanied, represented and advised by a representative of his choice during counselling or at any stage of the EEO complaint procedure.

Section 14.5. The Employer agrees that on a replacement basis, or, if the number of counselors increases, to consider as Equal Employment Opportunity counselors nominees recommended by the Union. Prior to appointment, the Employer shall request a list of nominees from the Union. The Union shall submit not less than three nominees for a vacancy, or three plus the number of vacancies when there is more than one vacancy. The names and qualifications of nominees will be exchanged by the parties and jointly discussed. Either party may give reasons for objecting to nominees. If a Union nominee is not selected, the nonselection must be based on qualifications and the Union will be furnished, in writing, an explanation of the nonselection.

Section 14.6. The Employer will effectively administer the Affirmative Action Plan at this post to utilize skills, knowledges, abilities, and personal characteristics of all employees. The Employer will see that all managers and supervisors are kept abreast of the Affirmative Action Plan, and comply with local requirements of the regulations as well as the law.

Section 14.7. The Union will endeavor to see that employees submit discrimination complaints which are supported by documentation and evidence. The Union will advise employees they are not to submit frivolous complaints against a supervisor who did not comply with an employee's desire.

ARTICLE 15

Sick Leave

Section 15.1. The Union and the Employer recognize the insurance value of sick leave and agree to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 15.2. Sick leave, if available, shall be granted to an employee in accordance with provision of applicable regulations when the employee is incapacitated for the performance of duties by sickness, injury or pregnancy and confinement; is required to give care and attendance to a member of his immediate family who is afflicted with a contagious disease which requires isolation, quarantine or restriction of movement for a particular period based on regulations of local health authorities or would jeopardize the health of others by his presence at his post of duty because of exposure to a contagious disease. An employee, except those on shift work, who is absent for any reasons stated above shall notify his supervisor at the beginning of the tour of duty on the first day of such absence. In areas where shifts are operated such notice should be made four (4) hours prior to the beginning of the shift. If absence is extended beyond the period initially indicated by the employee, the employee will keep his supervisor informed as to his progress toward recovery and estimated time of return to duty.

Section 15.3. Sick leave, if accrued, shall also be granted for medical, dental, or optical examination or treatment, or for securing diagnostic examinations or x-rays. Sick leave for these purposes shall be requested in advance, and the amount of time requested shall be limited to that which is necessary for the specified request.

Section 15.4. When the supervisor believes an employee has been abusing sick leave and he has counseled the employee concerning the alleged abuse, the supervisor may require the employee to furnish a medical certificate for absence due to illness of any duration provided the supervisor

has given the employee written notice that the employee will be required to support all future absence on sick leave by a medical certificate. This requirement will be for a four (4) month duration and will be reviewed with the employee at that time to determine if the requirement should be discontinued. The employee may have his Union steward or his representative present at the four (4) month review.

Section 15.5. Periods of absence on sick leave in excess of three (3) consecutive workdays, must be supported by a medical certificate to be filed within seven (7) calendar days after return to duty. In lieu of a medical certificate, the employee's signed statement explaining the nature of his illness will be accepted for a period up to five (5) workdays when the reason given is satisfactory, and when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician.

Section 15.6. Except for instances cited herein, an employee, who because of illness, is released from duty shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. This includes an employee who is on notice to bring a doctor's certificate when sent home by his supervisor. However, an employee required to substantiate every absence on sick leave may be required by the supervisor to substantiate his request for absence due to illness for that portion of the day he leaves work. In such cases, the employee shall have the option of reporting to the Occupational Health Nurse or his private physician, whichever the employee prefers, to substantiate the absence. Subsequent days of absence shall be subject to the provisions of Section 15.2 and 15.5 and applicable regulations.

Section 15.7. Unearned sick leave will be advanced to an employee in cases of serious illness or disability upon his request not exceeding thirty (30) days duration, in accordance with applicable statutes and regulations. Criteria for advancing sick leave are: serious disability or ailment for which there is inadequate leave accrual; the employee's sick leave record clearly indicates a pattern fully consistent with the principles governing proper use of sick leave; all accrued sick leave and all annual leave subject to forfeiture have been used; medical prognosis and other evidence give reasonable assurance that the employee will be able to resume duty on a regular basis and accrue sufficient sick leave credit to liquidate the amount advanced.

ARTICLE 16

Annual Leave

Section 16.1. The Employer and the Union affirm that while annual leave is a right provided by law, the time of its use is subject to approval by the supervisor. Annual leave requests from eligible employees

shall be granted subject to operational requirements when requests are made reasonably in advance. The principles governing granting of emergency leave are: the employee will inform the supervisor of the circumstances which he considers an emergency; the supervisor will determine whether the employee's situation warrants his absence from duty on an emergency basis and approve or disapprove the request. Any disapproved request will be explained and the employee will be expected to report for duty as scheduled.

Section 16.2. To insure that operational requirements are met and the needs and wishes of the employee recognized, by 1 March of each year, each employee will furnish his supervisor, a written projected schedule for at least 60% of the leave for which the employee will be eligible during the leave year. By 1 October of each year, the employee will submit to his supervisor a written projected schedule for use of any excess annual leave (normally in excess of 240 hours). Priority for such leave will be determined by employee's seniority based on total creditable Federal service and/or extenuating circumstances. For annual leave in connection with holidays, approval will be granted in a manner to assure equitable distribution. Changes may be approved provided another employee's choice is not disturbed, or there is mutual agreement for exchange between affected employees, and the employee can be spared from his duties. When the Employer finds it necessary to cancel previously approved leave, and/or deny the specific period requested by employee, the reasons for such action will be explained to the affected employee. When annual leave is denied to the extent the employee will forfeit earned leave which was approved prior to the last pay period in the leave year, the employee will be furnished the reasons for the denial in writing and notified he may request restoration of the leave in accordance with regulatory provisions. A copy of the written confirmation of the denial will be furnished the employee's second line supervisor.

Section 16.3. The Employer will announce any planned shutdown or reduction of operations to employees as far in advance as practicable. During any period of shutdown or reduced operations, every reasonable effort will be made to provide work for employees not having annual leave to their credit. If work cannot be provided for such employees, the Employer will approve requested leave without pay or may advance annual leave, to the maximum extent allowed by regulations, to eligible employees to cover the period of shutdown.

Section 16.4. When a unit employee officially moves from one organizational element to another, upon request, the gaining activity will consider the previously approved scheduled annual leave and make a reasonable attempt to honor it, if work requirements permit.

Section 16.5. Where circumstances and workload permit, an employee, applying for annual leave on a workday which occurs on a religious holiday associated with the religious faith of the employee, will be granted such leave.

ARTICLE 17

Leaves of Absence

Section 17.1. The Union may designate employee members as representatives elected or appointed to a Union office or as a delegate to any Union activity necessitating a leave of absence, and upon written notification to the Employer by the Union. Such employee shall be granted annual leave, if available, or leave without pay to the extent permitted by the work situation, and not in excess of 20 workdays, per individual annually. When the absence of the employee representative is incident to receiving information, briefing, orientation or training which is beneficial to the Government and relating to matters within the scope of the Civil Service Reform Act of 1978, the Union will be provided a bank of 130 hours to be used in such a manner that more than one participates in the use of the hours. Prior to the use of this leave, the MER Division, CPO, will be furnished the agenda for the meeting to determine what hours of absence will be appropriately charged as administrative leave. The immediate supervisor will be notified of the Union request and furnished information to make the decision on the absence.

Section 17.2. The Employer recognizes the obligation to provide employment at the grade the employee held when he was granted leave of absence, or at any changed grade to which he was assigned during his absence through reduction-in-force or reclassification of his position. Pay under such continued employment would be fixed in accordance with governing regulations. However, the preceding provisions would not be applicable if the employee was reached for separation by reduction-in-force during his leave of absence and had no rights to continued assignment under reduction-in-force regulations.

ARTICLE 18

Civic Responsibilities

Section 18.1. The employer and the Union recognize the value of employee participation in civic activities and special programs approved by Department of the Army, and encourage all employees in the unit to work toward community improvement and sound government. A unit employee's status with respect to duty, leave and pay while participating in authorized activities shall be as prescribed by the regulations relating to such activity.

Section 18.2. When a permanent employee is summoned for jury duty, or as a witness in non-official capacity on behalf of a state or local government, he shall be granted court leave for the time required from his normal

work schedule to perform such duties. Such leave shall be limited to the time necessary but not exceed eight hours per day. When an employee is subpoenaed for jury or court service, he will promptly notify his supervisor so arrangements can be made for his absence from duty. When released by the court for any day or substantial portion of a day, the employee will return to duty unless the return would cause a hardship because of the distance from home, duty station, or the court. An employee is not expected to return to work if less than two hours of the workday remains. Failure to return to duty when required may result in a charge to annual leave or leave without pay, if requested and approved; or the absence may be charged to absence without leave (AWOL) if approval of the supervisor was not obtained. Upon completion of his service, the employee shall present to the Employer satisfactory evidence of the time served.

Section 18.3. Employees scheduled to work on an election day, who are eligible to vote in such election, shall be granted the minimum hours necessary to provide three hours time either immediately after the polls open or before they close, whichever requires the lesser amount of time. Under exceptional circumstances, additional time may be granted but not to exceed a full day. Employees off duty for three hours or more while the polls are open shall not be granted excused leave. Employees registered to vote in another state, which permits voting by absentee ballot, may not be granted excused leave for voting.

Section 18.4. The Employer and the Union will both strive to stimulate interest and participation in the U.S. Saving Bond Program, and in any officially authorized fund raising campaign. The Union may furnish the names of five to ten members from each major activity from among whom the Employer will make selections to serve on committees in the respective programs. In no instance shall the Employer or the Union exercise undue pressure on any employee to participate in a program in which the employee does not wish to participate, nor will any reprisal action be taken against an employee who refrains from participating. An employee not choosing the payroll deduction method in charity drives shall have the right to keep his gift anonymous by use of a plain envelope.

Section 18.5. Employees who volunteer as blood donors, without compensation to the American Red Cross, to military hospitals, or other blood banks, or respond to emergency calls for needy individuals will be excused from work without charge to leave for a maximum of 4 hours. This excused absence is for recuperation purposes and travel to and from the donation site.

ARTICLE 19

Promotions, Demotions and Details

Section 19.1. Placements and promotions will be made in accordance with the negotiated agreement and governing regulations including Merit

Placement and Promotion Program contained in the Fort Jackson Regulation 690-1. If the regulation differs in principal the negotiated agreement shall govern.

Section 19.2. EEO Affirmative Action goals will be considered in establishing minimum areas. The Federal Equal Opportunity Recruitment Program (FEORP) will be adhered to in efforts to eliminate underrepresentation of minority group members and women in the work force. Also, the Severely Handicapped and Disabled Plan (SHADP) will be used to assist Fort Jackson in obtaining DA objectives for the employment of disabled and handicapped employees.

Section 19.3. Employees are responsible for assuring that records of experience and training are properly documented in their official personnel folder. If such information is not received and verified by the CPO prior to the initial cut-off date for the position applied for, the information will not be considered for that particular vacancy. Such verified information will be considered for rating and ranking purposes for subsequent vacancies.

Section 19.4. Information and data discussed by the rating panel are privileged, and disclosure may violate the Privacy Act of 1974. Improprieties which are noted during the rating and ranking process will be surfaced immediately and efforts to resolve the problem will be made by the appropriate parties before referral is made of highly qualified candidates. The Civilian Personnel Office representative shall instruct the raters and observers on the panel operating requirements.

ARTICLE 20

Performance Ratings

Section 20.1. The Employer and the Union agree that employee performance ratings should be timely and objective and should accurately reflect the individual's total job effectiveness. The parties further agree that performance which substantially exceeds the standard normally expected should be properly recognized and rewarded as provided by governing regulations. There are no quotas established to govern the number of such ratings. To this end, the Employer will seek to improve the employee performance rating program and will give publicity to awards based on performance. The Employer shall notify the employee of his rating no later than 14 days after the due date prescribed by regulations. The rating on the performance appraisal form shall be typed or completed in ink. A rating will not be changed after the form has been signed by the employee, without giving the employee an opportunity to initial the change.

Section 20.2. Performance evaluation will be a continuing one to insure activity effectiveness and optimum employee performance. Substandard performance and significant accomplishments should be discussed immediately with employees. Follow-up discussions on substandard performance should be made periodically until the employee's performance is at an acceptable level or a decision is made that the employee failed to bring performance to an acceptable level after being provided an opportunity period to do so. In the event improvement is not shown subsequent to the initial discussion, the supervisor must annotate the Employee Service Record Card, currently SF 7B. Subsequent discussions on the substandard performance, and the agreements and decisions reached, will be similarly annotated. Employees must be informed of the supervisor's desire and need for improved performance and given a reasonable opportunity to meet the established performance before it is made a factor in the annual performance evaluation.

Section 20.3. Standards used for measurement of performance for critical elements of the job will be directly related to the employee's official position description. Such standards will be in writing and given to employees at the beginning of the appraisal year.

Section 20.4. Employees' annual performance ratings will be the result of the application of standards of performance. Performance ratings shall be in writing and discussed with the employee at the time the rating is assigned.

ARTICLE 21

Reduction-in-Force

Section 21.1. The Employer will inform the Union of the necessity for a reduction-in-force as far in advance as practicable and the reasons therefor. The Union, in turn, agrees to abide by any official restrictions imposed on the use of this information. The Employer also agrees to inform the Union of the extent of the reductions, anticipated effective date, and probable number of employees affected, when this information becomes available.

Section 21.2. The Employer agrees to consider actions to avoid or minimize the impact of a reduction-in-force prior to separating employees. Some actions which may accomplish this are restricting recruitment, meeting ceiling limitations through attrition, reassigning employees in surplus positions, and terminating temporary appointments to the extent these actions are permitted by directives of higher headquarters and consistent with mission requirements.

Section 21.3. An employee affected by reduction-in-force has the right to be administratively placed back to the position from which he was

reduced or separated should that position become available at a future date in accordance with applicable laws and current regulations.

Section 21.4. Any permanent status employee on a non-temporary appointment who is separated by reduction-in-force action shall be accorded the rights and assistance prescribed by the Office of Personnel Management, Department of Defense and Department of the Army regulations. This includes priority consideration for re-employment on a temporary basis for positions at the same or lower grade for which he has requested consideration in writing.

ARTICLE 22

Disciplinary Actions

Section 22.1. The Employer and the Union agree that disciplinary measures will be used only as necessary to maintain a well-managed, productive work climate. Emphasis will be placed on preventing situations warranting disciplinary actions through efforts to establish and maintain effective employee-management relations. Discipline which the Employer considers necessary will be administered for just cause and in accordance with applicable laws and regulations.

Section 22.2. In order that the Union may exercise the rights enumerated in Article 6, the Employer will notify the Union President of formal grievance and appeal hearings being processed under procedures prescribed by agency regulations. The Union may also have an observer at adverse action appeal hearings unless the Merit Systems Protection Board examiner determines the hearing is a closed hearing.

Section 22.3. The Employer will make no determination as to the validity of a debt or amount of a disputed indebtedness, or the method or terms of payment agreed to by a creditor and debtor other than the Federal government and the employee relative to the financial obligation of the employee. The Employer will not act as a collecting agency for any debt unless that provided for by the terms of law.

ARTICLE 23

Position and Pay Management

Section 23.1. Each employee shall be furnished a current, accurate copy of his position description.

Section 23.2. The Union will be informed when new or revised

standards are to be applied to classes of positions within the unit which may require a change in the grades or basic qualification requirements of these positions.

Section 23.3. When an employee alleges inequities in his position classification, he shall be furnished information of the appeal rights and procedures set forth in applicable regulations. At his request, he may be represented or assisted by a Union representative in discussing the matter with his supervisor or with representatives of the Civilian Personnel Office; in reviewing and reading classification standards that pertain to his position; and in pursuing an appeal under the provisions of applicable regulations.

Section 23.4. It is agreed that the Employer will process classification appeals as expeditiously as permitted by workload and staffing.

ARTICLE 24

Training and Employee Development

Section 24.1. The Employer and the Union agree that the development of an employee is basically his own responsibility. The Employer shall make every reasonable effort to provide assignments, recognition, and opportunity for training of employees when the need for training is related to the individual's officially assigned duties. Such needed training will be accomplished at the Employer's expense. The Union shall encourage employees to discuss training needs with their supervisors and to take full advantage of training opportunities made available to them and to apply the learning from such training to their work assignments.

Section 24.2. The Union may make recommendations relative to training of eligible employees in the unit which will be considered by the Employer.

Section 24.3. The Employer agrees to consider utilization of existing employees when training is determined to be necessary for new skills in instances where such training can be conducted without undue interruption of the work to be performed.

ARTICLE 25

Safety, Health and Welfare

Section 25.1. The Employer will exert every reasonable effort to provide and maintain safe working conditions and health protection for the employees. The Union will cooperate to that end and will encourage

all employees to work in a safe manner and to promptly report to their supervisors any injuries sustained in the performance of duties.

Section 25.2. It is recognized that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. The Employer will welcome at any time, from any employee or from the Union, suggestions which offer practical and economical ways of improving safety conditions.

Section 25.3. The Union President will serve on the Safety Council, with his designee serving as his alternate. The Union may also designate employees of the unit from which management will select a representative to serve on each safety committee which is established in organizational components containing employees of the unit.

Section 25.4. When the Medical Officer of the Employer determines that an employee is physically unfit for duty after reporting for work, arrangements will be made for transportation to a hospital or to the employee's home in those cases and by the means considered necessary by the Medical Officer. Ambulance service will be available as required on a 24-hour basis by contacting the emergency room at Moncrief Army Hospital.

Section 25.5. In the course of performing their normally assigned work, the Union representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent health hazards. When conditions thought to be unsafe or unhealthy are observed by the Union representatives, they should report them to their immediate supervisor. When such safety and health matters are of general interest, the Union may present the problem to the Safety Officer or bring the matter to the attention of appropriate higher level supervisor for mutual consideration by the Employer and the Union.

Section 25.6. Following examination and/or treatment of an employee who has reported to the dispensary as a result of an occupational injury, determination will be made by the proper medical authority as to whether the employee should be sent home or returned to work for full or light duty. The Employer will determine whether appropriate assignment of duties can be made if the employee can perform light duty. If the employee is sent home, his duty section will be informed by the most practical means.

Section 25.7. The Employer agrees to furnish the protective clothing and equipment as authorized by applicable regulations for the performance of assigned work to the extent considered necessary and within limits of resources. The Union may, at its discretion, recommend new protective clothing and equipment, and/or modifications to existing equipment for consideration by the Employer.

Section 25.8. Employees injured in the performance of duties will be carried in a duty status with pay without charge to leave for the time required to obtain emergency treatment at Moncrief Army Hospital, to the extent that the time falls within the employee's scheduled hours of work for that day.

Section 25.9. The Employer is responsible for taking all possible precautions to remove conditions which are detrimental to the health of employees. The parties recognize that these conditions may be an inherent part of the work to be performed in some positions. It is an employee's responsibility to use provided safety clothing and equipment. The Union will encourage employees to use such clothing and equipment.

Section 25.10. Provisions of AR 385-10 will apply when an imminent danger situation is discovered in the work area. An employee will not be subject to discriminatory actions or reprisals for exercising safety and health rights provided by this regulation. If an employee declines to perform an assignment because he reasonably believes that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures, consideration will be given to the employee's reasons for doing so. The parties recognize this does not prevent management from taking appropriate disciplinary action, if the circumstances so warrant.

Section 25.11. When it becomes known that an accident has resulted in a disabling work injury to a unit employee, the Employer agrees to notify the appropriate Union representative as soon as circumstances permit.

ARTICLE 26

Special Tools and Clothing

Section 26.1. Subject to the provisions of applicable regulations and unless negotiations provide different policy changes on a shop by shop basis, the Employer agrees to bear the full expense of all tools, clothing and equipment, to include distinctive article(s) of clothing or identification badges, which employees of the unit may be required to use. The Union officials and representatives will assist the Employer by encouraging employees to make full and proper use of such clothing and equipment.

ARTICLE 27

Travel

Section 27.1. Travel for or at the direction of the Employer will be compensable in accordance with applicable laws and regulations. The

scheduling of the method, means and time for travel by employees is a matter for determination by the Employer. However, in scheduling travel, the Employer agrees to give consideration, insofar as practical and consistent with operating efficiency and interest of the government, to schedule travel during an employee's basic work week.

Section 27.2. Employees on training or temporary additional duty shall be paid the per diem allowance specified in applicable rules and regulations.

ARTICLE 28

Employee Utilization

Section 28.1. The Employer agrees to utilize the skills of all employees to the extent permitted by operating needs, the individual's job classification and regulatory requirements governing employee assignments. This includes the equitable distribution of work among employees within each position classification within an activity. The Employer will attempt to adjust to fluctuations in workload by temporary assignments of additional help as available.

Section 28.2. As soon as it is known by the Employer, the Union will be promptly informed of contractural arrangements which would adversely affect the grades or number of current employees in the unit.

ARTICLE 29

Committee Assignments

Section 29.1. The Employer agrees that the Union may have one representative present at Incentive Awards Committee meetings for consideration of only suggestions. For this membership, the Union shall furnish the names of at least three nominees, who are installation employees, one of whom will be selected by the Employer.

ARTICLE 30

Beneficial Suggestions

Section 30.1. It is agreed that the Employer and the Union will urge all employees in the unit to participate in the Incentive Awards Program and strive to improve it. To this end, the Employer agrees to encourage employees of the unit to discuss prospective beneficial suggestions with

appropriate management officials. The Employer will refer suggestions for evaluation. If the investigating official requires clarifying information, the suggester will be included in those contacted.

Section 30.2. When a suggestion is submitted for consideration, its receipt will be acknowledged promptly, and every reasonable effort will be made to process the suggestion within a period of 60 days. When more time is required for processing the suggestion, progress reports will be made to the suggester at least once each quarter.

Section 30.3. Rejections of suggestions will be in writing. A suggester may request reconsideration and reevaluation of a suggestion that has been rejected, upon the presentation of new and/or additional information. As far as possible, such requests will be resolved at the installation level. Request will be sent to the original evaluator for reconsideration. If still rejected, employee may request consideration by the Incentive Awards Committee.

ARTICLE 31

Facilities and Services

Section 31.1. Space on official bulletin boards will be made available to the Union for posting official Union information. The Union recognizes its responsibility to insure that no material containing propaganda against or attacks upon any agency, other employee organization, or individual or activity of the Federal government is posted on such boards. It is further understood that a duly authorized Union representative will sign all material the Union may elect to post.

Section 31.2. Upon request of Union stewards, supervisors may authorize the use of office space available to them for consultation between the steward and employee when such space is not otherwise required for the time in question.

Section 31.3. The Union shall be allowed to place announcements of meetings and elections, approved by the Civilian Personnel Officer, in the Unofficial Section of the installation Daily Bulletin.

Section 31.4. The Union will be provided a copy of FJ Reg 690-1, and changes thereto, and other local regulations relating to basic civilian personnel management.

Section 31.5. Union officers will be notified of the dates and purposes of scheduled surveys of civilian personnel management by representatives of the Office of Personnel Management, Headquarters, TRADOC, and the Office of Civilian Personnel, DCSPER, Department of Army. The organization

and/or telephone extension where representatives of these offices may be contacted during the course of the survey will be provided, subject to the approval of these representatives. Arrangements may be made to discuss with Union officers matters of legitimate concern to their organization.

Section 31.6. Upon written request, no more frequent than semi-annually, the Employer will furnish the Union with a list of the names and organizational units of employees under his jurisdiction.

Section 31.7. Subject to the availability of telephone facilities, no Union official will be denied the use of telephone facilities for internal communication when the sole purpose is to carry out the terms of the Agreement. The frequency and duration of such usage must accommodate workload and the official needs of the organization requirements for use of the phone.

Section 31.8. The Employer agrees to provide separate rest rooms and facilities in areas where female employees are working to the extent practicable and subject to available resources.

Section 31.9. The Employer will make every effort within availability of resources to maintain adequate ventilation, heating, and cooling of buildings affecting employees' health, welfare and morale.

Section 31.10. The Employer agrees to provide a refrigerator in each work area where a significant number of employees bring their lunches, when authorized by an appropriate common Table of Allowances and within available resources.

Section 31.11. The Employer agrees, insofar as practicable, to provide sufficient parking spaces in each area so that all employees may park within a reasonable distance to their work location.

Section 31.12. The Employer agrees, insofar as practicable, to provide special reserved parking spaces for all employees with a handicap which impedes walking.

Section 31.13. The Employer agrees to continue to provide to the Union suitable office space and utilities; however, if the need arises to change locations or if the Union does not use the space on a regular and recurring basis, the Employer will consider any input the Union desires to submit prior to making a change.

ARTICLE 32

Publicizing the Agreement

Section 32.1. The Employer agrees to print this Agreement, and all amendments and supplements thereto, in sufficient copies to provide for

necessary distribution to operating officials, Union officials and unit employees. The Union agrees to bear one-half the cost of printing and to assist in the distribution as requested by the Employer.

Section 32.2. The Employer agrees that, as part of their orientation, all new or rehired employees hired into a position included in the bargaining unit shall be informed of the Union's exclusive recognition status and informed by their immediate supervisor of the name of the designated Union steward at the time they are assigned to the work area. Such orientation will inform the employee of his complete freedom to join or not join a Union and be provided a copy of this Agreement.

ARTICLE 33

Employee-Union Cooperation

Section 33.1. The parties agree that they will actively cooperate in efforts to eliminate waste, conserve materials and supplies, improve productivity and the quality of workmanship, encourage the submission of improvement and cost reduction ideas, prevent accidents, and strengthen good relations among the Employer, the employees, and the local community.

ARTICLE 34

Grievance Procedure

Section 34.1. The purpose of this article is to provide a procedure for the consideration of grievances. This shall be the exclusive procedure available to the parties and the employees in the unit for resolving grievances.

Section 34.2. Grievance means any complaint -

a. by an employee concerning any matter relating to the employment of the employee;

b. by the labor organization concerning any matter relating to the employment of an employee; or

c. by the employee, labor organization, or agency concerning -

(1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

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

d. except that it shall not include a grievance concerning -

(1) any claimed violation relating to prohibited political activities;

(2) retirement, life insurance or health insurance;

(3) a suspension or removal for National Security reasons, Sec 7532;

(4) any examination, certification or appointment;

(5) the classification of any position which does not result in the reduction in grade or pay of an employee.

(6) Withholding of a within-grade increase.

(7) Nonselection from a properly constituted referral list or certificate of candidates. This does not preclude grievances over improper selection procedures.

(8) A preliminary warning notice of an action, that, if effected, would be covered under the grievance system or the appeal system of the Merit Systems Protection Board or the Office of Personnel Management. Inconsistency in initiating preliminary warning notices is not excluded from this procedure.

(9) An action that terminates a temporary promotion within 2 years; and

(a) Returns the employee to the job from which temporarily promoted.

(b) Reassigns or demotes the employee to a different job that is not at a lower grade or pay than the job from which temporarily promoted.

(10) The substance of major elements (critical and noncritical) of an employee's job or the content of performance standards. This does not preclude grieving the application of the standards.

(11) Separation actions of probationary employees based on conduct before or after employment or unsatisfactory performance.

Section 34.3. An employee or group of employees who file a grievance

under this procedure may be represented only by the Union or a representative designated by the Union. The designation of a representative must be made in writing and specify the name of the representative. A change in the designation must also be made in writing. If an employee or group of employees wishes to present grievances on matters arising under this Agreement without intervention of the Union, the grievance may be presented to the Employer and adjusted, provided such adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at the adjustment. When a date for discussion has been mutually agreed upon, an employee or group of employees initiating grievances and desiring representation are responsible for having their representative available.

Section 34.4. If discussions are held for the purpose of making an inquiry or to make known the dissatisfaction, and a decision is made to initiate a grievance after such discussions, the step procedures of the grievance procedure will be followed. If the issue of dissatisfaction can be appropriately processed as an unfair labor practice or as a grievance under this negotiated grievance procedure, selection of the procedure must be made. The dissatisfaction may not be processed under both procedures. Stipulation of which procedure is to be used must be made at the time of expression of dissatisfaction.

Section 34.5. Questions as to whether an issue is grievable or arbitrable will be referred to an arbitrator for decision. Requests for such decision will be made simultaneously to the arbitrator and the other party. All parties must be aware of the request at least 10 calendar days prior to a hearing, if any.

Section 34.6. The Employer and the Union recognize and endorse the importance of settling complaints promptly and equitably at the lowest possible level, i.e., steward and lowest appropriate supervisory or management level. The Union's presence as an employee's representative will meet the requirement of notification specified in Section 6.2. The Employer may have a Civilian Personnel Office advisor present, and, if such advisor is present, the Union will be allowed to have one observer present on official time.

Section 34.7. Nothing in this Agreement shall be so interpreted as to require the Union to represent an aggrieved employee in processing his grievance, or to continue to represent him if the Union considers the grievance to be invalid or without merit. If at any step of the grievance procedure set forth herein the aggrieved employee decides to accept the decision rendered by the responsible official of the Employer, the acceptance will be made known by the employee to the Employer and the grievance considered terminated or resolved. If the Union feels the resolution of the grievance is inconsistent with the terms of this Agreement, the Union retains the right to submit a grievance under the provisions of Section 34.22.

Section 34.8. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. Employees, employee representatives and all other persons involved in the presentation of the grievance will be free from restraint, interference, coercion, discrimination or reprisal. Similarly, the occurrence of occasional grievances will not be construed as reflecting unfavorably on the quality of supervision or on the general management of an organization.

Section 34.9. An aggrieved employee and his representative shall be granted a reasonable amount of time off without charge to leave or loss of pay to present his grievance. An employee and his representative, if otherwise in an active duty status, may use a reasonable amount of official time without charge to leave or loss of pay for such purposes as securing advice on rights and privileges under governing regulations, and for obtaining such other information or assistance pertaining to the grievance as can be obtained only during the normal working hours of the installation. This may include a reasonable amount of time for the preparation of documents necessary for processing the grievance.

Section 34.10. Representatives who are employees will, if otherwise in a duty status, use official time without charge to leave or loss of pay for the purpose of participating in the personal presentation of a grievance, including any hearing held in connection therewith. In all cases, representatives will be required to adhere to the same rules of conduct and procedures as the employee is required to follow.

Section 34.11. A grievance file will be established and contain all information necessary to present a clear understanding of the case. As a minimum it will include:

a. The written statement of grievance.

b. A memoranda of all discussions initialed by both parties as agreed upon.

c. Statement of Resolution signed by both parties (includes arbitrator's award, if any).

Grievance records will, upon completion of action, be maintained within the Civilian Personnel Office and disposed of in accordance with applicable regulations. Access to these records will be on a need-to-know basis.

Section 34.12. Failure of supervisory officials to comply with the time limits prescribed in this employee grievance procedure shall permit the employee to refer the case to the succeeding step of the procedure. In processing a grievance, time limits will be strictly observed by both

parties, unless all parties agree that an extension is justified. Request for extension of time limits will be submitted to the other party in sufficient time for response prior to the expiration of the time limits. In Employer/Union grievances, failure by either party to comply with prescribed time limits may be the basis for requesting arbitration.

Section 34.13. Any unjustified delay or dilatory tactics on the part of the employee will serve as a basis for closing out a grievance. Specifically, where an employee fails to appear, without good cause, for any scheduled meeting or hearing; fails to furnish requested information within specified time limits without a reasonable basis; or otherwise unjustifiably delays processing of this case, the case will be decided on the basis of the information available.

Section 34.14. At each formal step of the grievance procedure, the employee's designated representative shall be permitted to call relevant employee witnesses. These employees will be considered to be in a duty status during such participation, which falls within their regularly scheduled tour of duty. Each witness will be advised that he is expected to provide full and complete information and that he will not be subjected to any restraint, coercion, discrimination or reprisal as a result of his testimony. The time that employees are kept from their work site to give testimony will be kept to a minimum. Nothing in this section shall preclude an employee from having full and adequate time for testimony at the formal step discussions.

Section 34.15. Upon request, an employee, or the Union will be furnished information from official records which has a bearing upon his grievance, subject to restrictions of governing regulations or law. In addition, he will be provided access to relevant regulations and official directives and, where feasible, extracts or copies will be provided.

Section 34.16. If an employee resigns, dies, or is separated by any action other than removal before a decision is reached on a grievance being processed, and no compensation issue is involved, action will be stopped and all interested parties notified that the case is being closed without decision. A copy of this notification will be made a part of the case record. The Union will be notified of the closing of the case. Initiation of a Union-filed grievance, if deemed appropriate, must be accomplished within 15 workdays of the closing of the case. If the pending grievance involves a compensation issue, it will be processed to completion.

Section 34.17. A written grievance will be returned to the grievant when the issues and corrective actions desired are not clearly defined or when a new issue was not considered at a lower step. In the case of an oral grievance, the supervisor concerned may request an additional meeting with the grievant when the issues and corrective actions desired are not clear. However, such request for a meeting or return of a grievance must take place within the supervisor's time limits to reply. If the employee

desires to resubmit, he will do so within time limitations set for consideration at a specific step or within five workdays of its return, whichever is longer.

Section 34.18. When a group of employees has an identical grievance and desires the same representation, it will be processed as a single grievance. Grievances initiated over disciplinary or adverse actions are to be processed as separate grievances since actions of this nature impact personally on the individual employee. If the decision of a group grievance is favorable, the benefits of the decision will be applied to employees affected by the decision. If any one employee in the group is not satisfied with the favorable decision, he may request the Union to submit the grievance for arbitration. The arbitration decision will not apply to any previously accepted decision of the issue.

Section 34.19. An employee or group of employees may present a grievance within 15 workdays after the occurrence of the matter out of which the grievance arose or the date the employee(s) became aware of the occurrence, provided no more than three months have passed since the date of occurrence or awareness of occurrence.

Section 34.20. Grievances involving disciplinary actions will be submitted at the Step 4 level as provided for in Section 34.21 at any time after receipt of the decision, but not later than 15 calendar days after the effective date.

Section 34.21. Employee grievances under this Agreement will be processed as follows:

Step 1: An employee's grievance shall first be taken up with the immediate supervisor who will discuss the matter promptly and review the situation impartially. If the employee or group of employees is to be represented by the Union, the meeting shall be arranged for a mutually agreed upon time but in any event no later than one workday after the day of the request; however, the parties may mutually agree for one additional day for compelling reasons. The grievance may be presented first to the next level supervisor if the employee feels that discussion with his immediate supervisor would be prejudicial to his interests. During the discussion, the persons involved shall make an earnest effort to resolve the matter. The supervisor shall make the necessary investigation and give his decision to the appropriate party within five workdays after the date of the discussion.

Step 2: If the grievance is not resolved at the first step, the employee, group of employees, or employee's representative may, within five workdays of receipt of decision, submit the grievance, in writing, to the division chief or comparable level of management or his designated representative. The grievance must contain (1) the employee's name, organization, duty and home phone number (2) the specific grievance stated in

language so it can be readily understood, (3) the date of occurrence or the date the employee became aware of the occurrence, (4) the employee representative, if any, with address and telephone number and (5) the corrective action desired. The supervisor will arrange, within five workdays after receipt, a discussion between the appropriate party of the grievance and the division chief or comparable level of management or his designated representative. Within three workdays, a memorandum will be made of the discussion and a copy furnished the grievant. The grievant will, within three workdays, make comments, if any, regarding the memorandum which will be made a part of the grievance record. Written decision from the division chief or comparable level of management to appropriate parties will be made within ten workdays after discussion.

Step 3: If the grievance is not resolved at Step 2, the employee, group of employees or employees' representative will submit the grievance in writing within five workdays to the director or comparable level of management. The grievance will state the specific nature of the unresolved issue, the remaining corrective action desired, and the designated representative, if any. Upon receipt of the grievance, the director or comparable level of management or his designated representative, shall meet within five workdays with the employee, group of employees or employees' representative, if any; Union observer, if any; and appropriate supervisory officials. A decision shall be rendered in writing to the employee within 8 workdays after the meeting.

Step 4: If the grievance is not resolved at Step 3, the employee, group of employees or employees' representative, will within five workdays after receipt of the decision at Step 3, submit the grievance in writing to the Civilian Personnel Officer for a review and decision by the appropriate commander. For the U.S. Army Training Center, the Chief of Staff will serve as the commander. The grievance will state clearly why the decision at Step 3 is not acceptable. If the commander determines a meeting is necessary, it will be held within 15 workdays after the grievance is received by the Civilian Personnel Officer. Attendees will be the commander or his designated representative and appropriate representatives of both parties. If a meeting is not held, the decision by the commander will be based on the record. The commander will personally sign his decision to the employee within 20 workdays after receipt of the grievance by the Civilian Personnel Officer. A copy will be provided the Union. The Union may request the decision be referred to arbitration under the provisions of Article 35. The request will be in writing and submitted within 10 workdays after receipt of the decision.

Section 34.22. Employer/Union grievances under this Agreement will be processed as follows:

a. The grievance must be submitted in writing within 15 workdays of the date of the incident giving rise to the grievance or the date the aggrieved party became aware of the incident. A grievance filed by the

Union will be addressed to the Commander, Attention: Civilian Personnel Office, MER Division. A grievance filed by the Employer will be addressed to the President, Local 1909, AFGE. The written grievance from either party will contain the following information:

(1) A statement of the grievance

(2) Date of occurrence or awareness of occurrence

(3) Citation of the article and section involved, and

(4) Statement of corrective action sought.

b. Upon receipt of a clearly defined grievance, the Union President and the Commander or his designated representative will meet at a mutually agreed upon date and time within 15 workdays to discuss the grievance.

c. The party against whom the grievance is filed will render a written decision to the aggrieved party within 15 workdays after conclusion of the discussion of the grievance.

d. In the event satisfactory resolution of the grievance is not achieved, the aggrieved party may, within 10 workdays after receipt of the written decision, elect to have the grievance settled by arbitration under the provisions of Article 35.

ARTICLE 35

Arbitration

Section 35.1. If the Employer and the Union fail to settle any grievance arising under Article 34, titled grievance procedure, such grievance shall, upon written notice by the party requesting arbitration to the other party, be referred to arbitration. Arbitration of a grievance may be invoked only by the Employer or the Union, and does not require the approval of an employee or employees involved.

Section 35.2. Request for arbitration must be submitted in writing within time limits specified in the appropriate grievance procedure by the party desiring arbitration. The request must be addressed to either the appropriate Commander, ATTN: CPO, MER Division, or to the President, Local 1909, AFGE, and must include the issue and the reason for the request.

Section 35.3. The arbitrator will have authority to render a decision on grievances. Decisions of the arbitrator must be in accordance with laws, rules, and regulations.

Section 35.4. Within seven calendar days after receipt of a request for arbitration, the party receiving the request will meet with the party desiring arbitration to establish the precise issue to be referred for arbitration. When either party concludes agreement cannot be reached as to the precise issue, each party will define the issue in writing as it is perceived and the rationale for its belief. Both parties' definitions of the issue and their rationale will be submitted to the arbitrator by the party desiring arbitration. The party desiring arbitration will request within seven calendar days a list of five impartial qualified arbitrators from the Federal Mediation and Conciliation Service.

Section 35.5. Within one workday of receipt of the list of arbitrators, each party will contact the other party to determine if both parties have received the list. If not, the party which received the list shall furnish a complete copy of the list to the other party. Within five workdays of receipt of the list of arbitrators, the parties will meet to determine the arbitrator. This will be accomplished by both parties alternately striking one arbitrator's name from the list until only one name remains. The name remaining is the arbitrator.

Section 35.6. The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union provided that the per diem cost to the Army shall not exceed that authorized by law and regulations. The arbitrator hearings shall be held on workdays within the hours of 0745 and 1615, Monday through Friday. The appellant, Union representatives and witnesses participating in the hearing will be on official duty time, if they are otherwise in a duty status. If circumstances leading to grievances from a group of employees are identical, the grievance may be processed as a group grievance and shall be heard by the same arbitrator.

Section 35.7. Unless information is needed by the arbitrator from sources other than the two parties, or the parties otherwise agree, the arbitrator will be requested to render his award within 30 calendar days. The date of the award shall be the same as the date on which the decision is mailed or delivered to the parties. If the decision is mailed, procedures to assure delivery, registered or certified mail will be used. The arbitrator shall render his award to the Commanding General, or the appropriate commander, Attention: Civilian Personnel Officer and the Union President. Within three calendar days of receipt, each party will contact the other party to determine if both parties have received the award. If not, the party which received the award shall furnish a copy to the other party.

Section 35.8. Either party may file exception to the award with the Federal Labor Relations Authority under procedures prescribed by the Authority and DA. The party desiring to file an exception will furnish the other party a copy by certified mail, return receipt requested. If no exception is to be filed by either party, the award will be implemented immediately by the appropriate party and notice furnished the other party of completion.

ARTICLE 36

Witnesses at Hearings

Section 36.1. This article provides for attendance of witnesses in hearings. Attendance by witnesses at grievance discussions is addressed in Article 34.

Section 36.2. When witnesses are to be used by either party, a list of those witnesses will be furnished the other party within five workdays of the scheduled hearing if notice of the hearing is received in sufficient time to do so. If notice of less than 5 workdays is received, such information will be furnished at least two workdays before the hearing. The list will include the names of witnesses and a brief statement of the anticipated testimony. The list will be submitted by the employee, designated employee representative, if any, or the Union, to the decision-making official (respondent) and by the decision-making official (respondent) to the employee, designated employee representative, if any, or the Union. The respondent will arrange with the immediate supervisor of requested witnesses for their attendance at the hearing. The supervisor will inform the witnesses of the time, date and place of the hearing. Official time for witnesses if otherwise in a duty status is authorized for travel to and from the hearing and time spent in the hearing. Both parties recognize that minor changes in tours of duty can be made for witnesses to participate in hearings; however, no overtime expense will be incurred.

Section 36.3. If the hearing is rescheduled at the request of the appellant or the representative, notification of witnesses in their behalf will be the responsibility of the appellant or his designated representative. The respondent will be notified of the rescheduled date and will notify the immediate supervisors of the witnesses requested. If the hearing is rescheduled at the request of the respondent, notification will be made as set forth in Section 36.2.

ARTICLE 37

Reassignments

Section 37.1. The Employer hereby expresses his willingness to consider requests promptly for reassignments from all employees in the unit. Any reassignments shall comport with sound personnel practices and the needs of the Employer. Nothing derogatory shall be connoted in any request for reassignment and the individual so requesting shall be free of discrimination or reprisal therefor.

Section 37.2. Involuntary reassignments will not be used in lieu of disciplinary or adverse action to correct acts of misconduct. When an

involuntary reassignment is necessary due to manpower requirements, the employee in the affected organizational element with the least seniority (service computation date) who meets the position requirements will be considered for reassignment. If an employee other than the one with the least seniority is selected for reassignment, the Union will be informed in writing of the reasons for the selection of the particular employee for reassignment.

ARTICLE 38

Effective Date, Duration and Changes to Agreement

Section 38.1. This Agreement shall become effective in accordance with PL 95-454, Title VII.

Section 38.2. This Agreement shall remain in force for 24 months from the date approved. Thereafter, the Agreement shall be automatically renewed for one year each year on the anniversary date, provided the Agreement is brought into conformance with existing published policies and regulalations of Department of the Army; of the DOD; regulations of other appropriate authorities; the Civil Service Reform Act of 1978; and applicable laws at the time it is renewed. The automatic renewal provision will cease to operate if between 90 and 60 calendar days prior to such anniversary date either party gives written notice to the other of its desire to modify or to terminate this Agreement. Negotiations under this Section shall begin not later than 30 days after receipt of written request to terminate the Agreement or to effect changes by amendment, provided the Union is still entitled to exclusive recognition under the Civil Service Reform Act of 1978; provided further, that this Agreement shall terminate at any time it is determined, in accordance with the Civil Service Reform Act of 1978, that the Union is no longer entitled to exclusive recognition. Preparation of articles by the Union for negotiations will be accomplished on off-duty time. Termination of this Agreement will not in and of itself terminate the recognition granted the Union under Article 1.

Section 38.3. This Agreement, except for its duration period as specified in Section 38.2 of this Article, is subject to opening only as follows:

a. For amendment upon the written request of either party after receipt by such party of any law, executive order, or regulation of appropriate authority which substantially affects any of the terms and conditions of this Agreement and/or which substantially alters the discretionary authority of the Employer with regard to any item dealt with in this Agreement. Requests for such amendment must include a summary of the proposed amendment and make reference to the appropriate law, order, or regulation, upon which each such amendment request is based. The parties shall meet

within 14 calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such law, order, or regulation, and the discretionary area which the same delegates to the Employer. Such amendment as agreed to by the parties will be duly executed by the parties.

b. For amendment by the mutual consent of both parties at any time. Requests for such amendment by either party must be written and must include a summary of the proposed amendment. The parties shall meet within 14 calendar days after receipt of such notice to discuss the matter involved in such request. If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate an amendment to the same. No changes shall be considered except those bearing directly on the subject matter agreed to by the parties. Such amendment as agreed to will be duly executed by the parties.

Section 38.4. Amendment to this Agreement will be effective in the same manner as this Agreement.

ARTICLE 39

Use of Official Time For Other Than Regularly Assigned Duties

Section 39.1. Records will be maintained of unit employees' use of official time for other than their regularly assigned duties to include, by way of illustration, employees engaged in welfare and charitable activities; management sanctioned organizations; non-union representation on grievances, appeals, and EEO complaints; and Union representation.

Section 39.2. The record shall be uniform and include the employee's name, organization, purpose of use of official time, amount of time used, the immediate supervisor's signature and the employee's signature. Each employee shall be given a copy of the record pertaining to them at the time he signs it.

Section 39.3. The supervisor may, as determined by the Employer, on a periodic basis, forward the records to the MER Division, CPO, for filing. Upon request, the supervisor, or CPO, will make such records available to the individuals to whom such records pertain or his authorized representative. Such records shall be kept on file for the life of this Agreement.

ARTICLE 40

Informal Settlement of Unfair Labor Practice Charges

Section 40.1. Efforts will be made by both parties to resolve an issue for which an unfair labor practice charge can be filed prior to filing the charge with the Federal Labor Relations Authority.

Section 40.2. Even though a filing may be deemed appropriate, efforts to resolve the issue may continue prior to the issuance of complaint by the Regional Director of the Federal Labor Relations Authority (FLRA).

Section 40.3. Upon informal resolution of an issue, the party offended will be furnished by the other party with written acknowledgement of the charge and the resolution of the charge. The resolution, offered by either party, will be considered as an effort to maintain the cooperative effort essential to achieving the purposes and policies of the Federal Service Labor-Management Relations Statute.

Section 40.4. Public postings of the informal resolution will be at the discretion of the alleging party, but in no case will they remain posted for more than two consecutive weeks. The discontinuance of the posting will be the responsibility of the party who elected to post the public notice. Postings will be limited to the work area in which the alleged violation occurred, e.g., Personnel Services Division of DPCA; Self-Service Supply Center of Property Control Branch; Supply and Services Division, DOL.

Section 40.5. The procedures for attempting to informally resolve a charge will be as follows:

a. The alleging party will notify the other party in writing of the alleged violation of the provisions of 5 USC 7116.

b. The paragraphs of 7116, e.g., 7116 (a) (1) (2) and (7), 7116 (b) (1) (2) and (7), alleged to have been violated will be specified.

c. A description of the incident deemed to have constituted the violation will be furnished to include time, date, location, persons involved, and persons witnessing the incident, if any, within 30 calendar days of the incident. This in no way restricts either party from filing.

d. The party receiving the charge will have 10 workdays for investigating the alleged occurrence.

e. Both parties will meet for discussion at a mutually agreeable time within 5 workdays of the information-gathering period of the recipient of the charge. The recipient of the charge will initiate arrangements for the

meeting. Extension of this period may be accomplished by mutual agreement of both parties.

f. If upon discussion additional time for investigation or consideration of new developments is desired by either party, an additional 10 workday period will be allowed.

g. Within 5 workdays of the completion of the additional 10-day period, the party who asked for the additional 10-day period will arrange for another discussion period with a view for resolving the charge.

h. If it is determined the charge is to be filed with the FLRA, but continuing discussions to resolve the charge are desired by either party, resumption of discussions will begin at paragraph f of the procedure.

In witness, the parties hereto have executed this Agreement this day of 17 March 1986.

Local 1909, American Federation of Government Employees

LEROY RILEY
President, Local 1909

Headquarters, United States Army Training Center
and Fort Jackson
Fort Jackson, South Carolina

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Major General, USA
Commanding

US Army Medical Department Activity (MEDDAC)
Fort Jackson, South Carolina

HERBERT E. SEGAL
Colonel, Medical Corps
Commanding

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Major, Signal Corps
Commanding