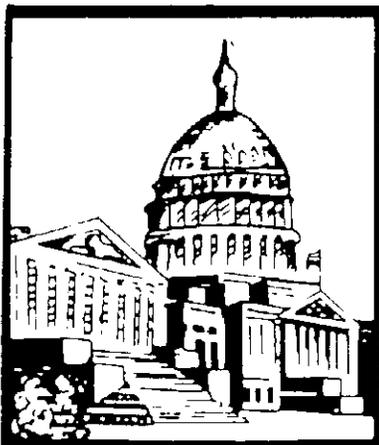


# NEGOTIATED AGREEMENT

**FORT Polk,  
LOUISIANA**

**AND**



**LOCAL R5-168**  
**NATIONAL ASSOCIATION**  
**of**  
**GOVERNMENT EMPLOYEES**

**NEGOTIATED AGREEMENT  
BETWEEN  
FORT POLK, LOUISIANA  
AND  
LOCAL R5-168  
NATIONAL ASSOCIATION  
OF  
GOVERNMENT EMPLOYEES**

## Table of Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Preamble	
I	Recognition and Coverage of Agreement	2
II	Employer Rights	3
III	Rights and Obligations of the Employee	4
IV	Rights and Obligations of the Union	6
V	Equal Employment Opportunity	7
VI	Energy Conservation	8
VII	Productivity	8
VIII	Civilian Counseling Service	9
IX	Bond Drives and Combined Federal Campaign	10
X	Army Ideas for Excellence	11
XI	Matters Appropriate for Consultation and Negotiation	12
XII	Union Representation	13
XIII	Communications and Information	24
XIV	Hours of Work	26
XV	Overtime	28
XVI	Holidays	31
XVII	Annual Leave	31
XVIII	Sick Leave	32
XIX	Court Leave	35
XX	Leave Without Pay	36
XXI	Excused Absence	37
XXII	Facilities	38
XXIII	Bulletin Boards	39
XXIV	Safety and Health	40
XXV	Promotions	43
XXVI	Reduction in Force	48
XXVII	Job Description and Classification	51
XXVIII	Wage Surveys	53
XXIX	Employee Development	53
XXX	Union Training Sessions	54
XXXI	Contracting Out	55
XXXII	Travel and Subsistence	56
XXXIII	Interpretation of the Agreement	57
XXXIV	Publication of the Agreement	57
XXXV	Dues Withholding	58
XXXVI	Grievance Procedure	61
XXXVII	Grievance-Mediation Procedure	77
XXXVIII	Arbitration	78
XXXIX	Day Care Center	82

Table of Contents (Continued)

<u>Article</u>	<u>Title</u>	<u>Page</u>
XL	Disciplinary Actions	82
XLI	Adverse Actions and Actions Based on Unacceptable Performance	84
XLII	Performance Appraisal	85
XLIII	Environmental Differential Pay	87
XLIV	Details and Temporary Promotions	92
XLV	Assignment of Work	93
XLVI	Personnel Records	93
XLVII	Orientation for New Employees	94
XLVIII	General Provisions	95
XLIX	Adverse Weather	95
L	Duration of Agreement	96

## Article I

### Recognition and Coverage of Agreement

#### Section 1. Recognition.

The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit defined in Section 2 of this Article.

#### Section 2. Bargaining Unit.

The Unit to which this Agreement applies includes non-supervisory wage grade and general schedule employees of the following activities:

- a. Headquarters, 5th Infantry Division (Mechanized) and Fort Polk, Fort Polk, Louisiana;
- b. U.S. Army Medical Department Activity (MEDDAC), Fort Polk, Louisiana;
- c. U.S. Army Dental Activity (DENTAC), Fort Polk, Louisiana;  
and
- d. U.S. Army Information Systems Command (USAISC)-Fort Polk, Fort Polk, Louisiana.

#### Section 3. Exclusions.

The following categories of employees are excluded from the bargaining unit described in Section 2 above:

- a. management officials;
- b. supervisors;
- c. employees engaged in Federal personnel work in other than a purely clerical capacity;
- d. employees of the Post Fire Department;
- e. employees with appointments not to exceed ninety (90) days;

## Preamble

Pursuant to the provisions of Title VII of the Civil Service Reform Act (Public Law 95-454) this Agreement is made and entered into by and between the Headquarters 5th Infantry Division (Mechanized) and Fort Polk, Fort Polk, Louisiana 71459; U.S. Army Medical Department Activity (MEDDAC), Fort Polk, Louisiana 71459; U.S. Army Dental Activity (DENTAC), Fort Polk, Louisiana 71459; and U.S. Army Information Systems Command-Fort Polk (USAISC), Fort Polk, Louisiana 71459 hereinafter referred to as the Employer and the National Association of Government Employees, Local R5-168 hereinafter referred to as the Union and collectively known as the Parties.

Throughout the Agreement, where the masculine pronoun is used, it is intended to include both the masculine and the feminine genders.

- f. confidential employees; and
- g. professional employees.

## Article II

### Employer Rights

#### Section 1.

In the administration of all matters covered by this Agreement, the Employer retains the following rights:

- a. to determine the mission, budget, organization, number of employees and internal security practices of Fort Polk;
- b. to hire, assign, direct, layoff, and retain employees at Fort Polk, or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees;
- c. to assign work, make determinations with respect to contracting out and determine the technology, methods, means and personnel by which Fort Polk operations shall be conducted;
- d. with respect to filling positions, to make selections for appointment from -
  - (1) among properly ranked and certified candidates for promotion; or
  - (2) any other appropriate source;
- e. to take whatever actions may be necessary to carry out the mission of Fort Polk during emergencies;
- f. to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty;
- g. to establish or modify personnel policies or practices or other matters within the discretion of the Employer except where specifically abridged by the terms of this Agreement; and

h. to maintain the efficiency of government operations entrusted to it.

**Section 2.**

All rights, powers, prerogatives and authorities which have not been specifically abridged, deleted or modified by this Agreement are recognized by the Union as being retained by the Employer.

**Section 3.**

The Employer rights listed in this Article may not be abridged, violated, infringed upon or modified by any authority.

**Article III**

**Rights and Obligations of the Employee**

**Section 1. Basic Rights.**

Each employee has the right, freely and without fear of penalty or reprisal, to form, join and assist any labor organization or to refrain from such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or steward.

**Section 2. Employee Protections.**

The Employer agrees that employees in the exercise of these rights shall be protected from interference, restraint, coercion, or discrimination by any representative of the Employer.

**Section 3. Union Membership.**

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 a payroll deduction.

**Section 4. Right to Raise Personal Concerns.**

Nothing in this Agreement precludes an employee of the bargaining unit, regardless of union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy or from choosing his own representative in an appellate action except when the matter is covered under the negotiated grievance procedure contained in this Agreement.

**Section 5. Right to Representation During Investigatory Examinations.**

The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if:

- a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. the employee requests representation.

**Section 6. Employee Responsibilities During Investigatory Examinations.**

Employees are expected to fully cooperate with an agency investigation and any failure to do so may subject the employee to disciplinary action.

**Section 7. Every-Day Work Related Communications.**

The right to representation does not apply to every-day work related communications between supervisors and employees or to discussions concerning job performance.

**Section 8. Role of the Union Steward During Investigatory Examinations.**

The steward must be on site in a prompt and timely manner so as not to impede the investigation. When a Union steward is present, the unit employee will be permitted to consult the steward; however, the steward is not entitled to answer on behalf of the employee or to bargain with the Employer regarding the results of the investigation. This does not preclude the steward from clarifying questions, eliciting responses, submitting documentary evidence or suggesting other employees who may have knowledge of the matter.

**Section 9. Notification of Purpose of Investigatory Examination.**

Prior to the commencement of an investigatory examination, the employee will be informed of the purpose of the examination.

**Section 10. Outside Employment.**

The Parties agree that while employees may engage in outside employment, employees are prohibited from engaging in outside employment or other outside activities not compatible with the full and proper discharge of the duties and responsibilities of their Government employment. Outside employment which tends to impair the employee's mental or physical capacity to perform his Government duties and responsibilities in an acceptable manner is prohibited.

**Section 11. General Employee Obligations.**

Employees in the bargaining unit are expected to:

- a. report for work in a timely manner;
- b. perform properly assigned duties to the best of their abilities;
- c. cooperate with and strive to maintain good working relations with their supervisors and fellow employees;
- d. comply with the terms of this Agreement and laws, rules and regulations applicable to their employment; and
- e. actively participate in programs designed to improve work methods, productivity and working conditions.

**Article IV**

**Rights and Obligations of the Union**

**Section 1. General.**

Having been granted exclusive recognition the Union has the exclusive right to represent and is entitled to act for and negotiate agreements covering all employees in the bargaining unit as defined in Article I of this Agreement.

**Section 2. Representation Obligation.**

The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership in matters covered by this Agreement.

**Section 3. Formal Meetings.**

The Union shall be given the opportunity to be represented at any formal discussion between the Employer and employee(s) or employee representatives concerning grievances, personnel policies and practices or other matters affecting general working conditions of employees in the bargaining unit.

**Section 4. Strike Prohibition.**

The Union agrees that it shall not call or engage in any strike, work stoppage, slowdown or picket (except for informational picketing) Fort Polk in a labor-management dispute or condone any such activity by failing to take affirmative action to prevent or stop it.

**Article V**

**Equal Employment Opportunity**

**Section 1. General.**

The Employer and the Union agree to cooperate in actively promoting the concept of equal employment opportunity for all Fort Polk employees. Such cooperation will extend to the development and aggressive administration of the EEO Affirmative Action Plan.

**Section 2. Union Membership on the Command EEO Advisory Council.**

The Employer agrees that the Union will be allowed a representative on the Command Equal Employment Opportunity Advisory Council.

**Section 3. Union Support of Affirmative Action.**

In support of affirmative action the Union agrees to provide the same quality representation regardless of race, creed, color, sex, national origin, age or handicapping condition.

**Article VI**

**Energy Conservation**

**Section 1. General.**

The Employer and the Union agree to take all reasonable steps to encourage reduction of the consumption of gasoline, natural gas, electricity and other energies at Fort Polk.

**Section 2. Union Membership on the Environmental Compliance and Energy Conservation Committee.**

The Employer agrees that the Union will be allowed a representative on the Environmental Compliance and Energy Conservation Committee.

**Article VII**

**Productivity**

**Section 1. General.**

The Parties recognize that productivity growth is a key to the maintenance of a good competitive position and stability of the work force. To this end, the Parties agree to cooperate in efforts to increase productivity.

**Section 2. Union Assistance.**

a. To help eliminate lost productive time, the Union agrees to encourage employees to reduce tardiness and to use sick and annual leave in a responsible manner by avoiding unnecessary unplanned absences that may result in the rescheduling of work, shuffling of personnel, increased costs, and/or delays in job accomplishments.

b. The Union further agrees to encourage employees to eliminate waste, conserve materials and supplies, improve safety practices, combat carelessness and practices which restrict production and hamper efficiency.

## Article VIII

### Civilian Counseling Service

#### Section 1. General.

Alcoholism and drug abuse are defined as illnesses in which the employee's job performance is impaired as a direct consequence of the abuse of alcohol or drugs. Accordingly, it shall be the goal of the Parties to reduce absenteeism and abuse of sick leave through early intervention and prevention of alcohol or other drug abuse.

#### Section 2. Obligation of the Parties.

The Parties recognize alcoholism and drug abuse as treatable health problems and agree to promote programs designed to keep employees informed of the inherent dangers of alcohol and drug abuse. In this regard, the Union will fully support and assist in encouraging employees to respond positively to the program.

#### Section 3. Employee Referrals.

Employees who suspect they may have an alcohol or drug abuse problem, even in the early stages, may voluntarily seek counseling and information on an entirely confidential basis by contacting the ADAPCP Civilian Program Coordinator.

#### Section 4. Other Referrals.

Employees may also be identified and referred for screening by the ADAPCP Civilian Program Coordinator, by his supervisor, a Management Employee Relations Specialist, a physician or other outside sources.

**Section 5. Disciplinary Actions.**

Disciplinary actions for poor job performance or conduct related to problem drinking or other drug abuse will be taken or deferred for a period of ninety (90) consecutive days in accordance with applicable regulations.

**Section 6. Leave for Treatment.**

Employees will be authorized leave in accordance with applicable regulations to obtain treatment and rehabilitation. Generally, sick leave may be approved for this purpose.

**Section 7. Disclosure of Information.**

Information relating to the identity, diagnosis, prognosis, or treatment of any employee which is maintained in connection with the ADAPCP Program is confidential and may be released only as prescribed by applicable regulations.

**Article IX**

**Bond Drives and Combined Federal Campaign**

**Section 1. Recognition.**

The Union recognizes that the installation is authorized to encourage participation in bond drives and to solicit funds under the Combined Federal Campaign depending largely on voluntary participation and contributions for successfully achieving its goals.

**Section 2. Employee Participation.**

Both the Union and the Employer agree to encourage employees as individual citizens and as members of a community to participate and contribute voluntarily to charitable organizations as a part of their personal responsibilities as citizens.

**Section 3. Conduct of Drives and Campaigns.**

To this end, the Employer agrees that:

a. approved bond and fund raising drives will be conducted in keeping with the principles of true and voluntary participation and giving; and

b. coercion, overt or implicit, shall not be practiced by personnel appointed as solicitors or by the Employer's personnel

**Article X**

**Army Ideas for Excellence**

**Section 1. General**

The Parties recognize the benefits to be derived from the Army Ideas for Excellence Program. Therefore, the Union agrees to actively support the Army Ideas for Excellence Program by encouraging unit employees to identify methods for reducing costs or improving product/services as an Army Ideas for Excellence Program Initiative.

**Section 2. Availability of Forms.**

The Employer agrees to make Army Ideas for Excellence Program Initiative forms available to bargaining unit employees.

**Section 3. Results of Consideration.**

The Employer will provide a notice of adoption or nonadoption of an Army Ideas for Excellence Program Initiative.

**Section 4. Reason(s) for Nonadoption.**

Upon request, the Employer will provide written reason(s) for nonadoption of an Army Ideas for Excellence Program Initiative.

**Section 5. Termination of Army Ideas for Excellence Program Initiatives.**

It is understood that the termination of an adopted Army Ideas for Excellence Program Initiative is not grievable or arbitrable.

## Article XI

### Matters Appropriate for Consultation and Negotiation

#### Section 1. Definitions.

For the purpose of this Agreement and all amendments and supplements hereto, the following terms are defined.

##### a. Mid-Term Bargaining

All negotiations which take place during the life of the Agreement concerning Employer proposed installation-wide or command-wide changes to conditions of employment not covered by the terms of this Agreement; or conditions of employment covered by the Agreement pursuant to Article L, Duration and Review. (Negotiable changes in conditions of employment.)

##### b. Impact and Implementation Bargaining.

All negotiations regarding procedures the Employer will follow in implementing decisions resulting from the exercise of its reserved rights under Section 7106 of the Federal Service Labor-Management Relations Statute and appropriate arrangements for employees adversely affected by those decisions when such decisions concern, change and have a substantial impact on conditions of employment. (Nonnegotiable changes in conditions of employment.)

##### c. Substantial Impact.

Substantial impact is defined as a change in a condition of employment affecting bargaining unit employees installation-wide, command-wide, or directorate-wide.

#### Section 2. Procedure for Bargaining.

This procedure is applicable to Mid-Term and Impact and Implementation Bargaining as defined in Section 1 above.

a. The Employer shall notify the Union prior to the planned implementation of a negotiable or nonnegotiable change to conditions of employment. The notice shall advise the Union of the reason for the change and the proposed effective date.

b. The Union shall have three (3) workdays from the date of notification to advise the Employer of its desire to bargain prior to implementation of the change to conditions of employment.

c. If the Union requests bargaining concerning an installation-wide or command-wide change to conditions of employment, written proposals must be forwarded to the Civilian Personnel Office, Labor Relations within seven (7) workdays. If the Union requests bargaining concerning a directorate-wide change to conditions of employment, written proposals must be forwarded to the Civilian Personnel Office, Labor Relations within five (5) workdays.

d. If the Union does not request Mid-Term or Impact and Implementation Bargaining and submit written proposals within the time limits outlined above, the Employer may implement the proposed change(s).

e. Upon timely request by the Union, Mid-Term or Impact and Implementation Bargaining will commence within five (5) workdays after receipt of proposals unless otherwise agreed upon by the Parties.

f. All Mid-Term or Impact and Implementation Bargaining will be governed by the Ground Rules agreed upon by the Parties on 4 November 1987.

### **Section 3. Consultation**

Sections 1 and 2 of this Article do not preclude the Union from presenting its views and having them considered prior to the implementation of a negotiable or nonnegotiable change to a condition of employment provided the comments are received within the prescribed time limits.

## **Article XII**

### **Union Representation**

#### **Section 1. Initial Designation of Officers and Stewards.**

Upon the signing of this Agreement, the Union agrees to officially inform the Employer in writing of all duly elected or appointed Union officers and stewards and their specific areas of responsibility.

**Section 2. Subsequent Designation of Officers and Stewards.**

Within three (3) workdays of a change in officers or stewards, the Union will provide the Civilian Personnel Office a complete list reflecting the new officers and stewards or the changes.

**Section 3. Informal Notification to Supervisors.**

Each Union officer and steward will informally notify the appropriate supervisor (normally the immediate supervisor) within two (2) workdays of election, appointment or change. While Union officers and stewards are not prohibited from performing representational activities once the informal notice has been provided, official time will not be authorized until formal notification has been provided by the Civilian Personnel Office. The Civilian Personnel Office will provide notification to appropriate supervisors within five (5) workdays.

**Section 4. Recognition of Union Officers and Stewards.**

Only those Union officers and stewards who have been elected or appointed by the Union pursuant to Sections 1 and 2 of this Article will be recognized by the Employer and granted official time to pursue approved representational activities (Section 10)

**Section 5. Number of Union Officers.**

For the purpose of administering this Agreement, the Employer agrees to recognize all duly elected or appointed Union officers not to exceed one (1) president, three (3) vice presidents, one (1) secretary, and one (1) treasurer.

**Section 6. Number and Designation of Union Stewards.**

The Employer agrees to recognize and the Union agrees to appoint a minimum of 14 stewards but not more than the maximum number of 35 stewards including one (1) chief steward. Except as otherwise provided in this Agreement, the Union will appoint stewards who are employed in the work areas they are assigned to represent to ensure bargaining unit employees ready access to a steward knowledgeable of the work area.

**Section 7. Work Area.**

Work area is defined as being a directorate or special staff activity. Further, the special staff activities are Staff Judge Advocate, Command Group, Public Affairs Office, Provost Marshal, Inspector General, Chaplain and Directorate of Security.

**Section 8. Employee Assistance.**

It is agreed that employees seeking Union representation will be represented or assisted by the appointed area steward through Step Two of the Grievance Procedure unless otherwise expressly provided for by the terms of this Agreement.

**Section 9. Official Time.**

a. It is recognized that employees who are elected or appointed as Union officers and stewards are employed and paid by the Federal Government to perform duties that are required for the overall accomplishment of the Fort Polk mission and that the activities they are engaged in during duty hours are a proper concern of the Employer. It is also recognized that effective labor-management relations promote efficient mission accomplishment and are in the best interest of both the Union and the Employer.

b. To perform representational activities expressly authorized by the terms of this Agreement, it is agreed that the Employer will grant a reasonable amount of official time to officers and stewards properly elected or recognized by the Employer during the time they otherwise would be in a duty status.

c. It is further agreed that the determination as to what constitutes a "reasonable" amount of time will be made on a case by case basis and will be determined in relation to the officer or steward's job requirements.

d. The use of official time will be permitted for only one steward or officer at any one time for each case, complaint or meeting unless otherwise provided for in this Agreement. In this regard, official time will not be granted to Union stewards except when performing approved Union activities in the work areas they have been appointed to represent unless otherwise provided in this Agreement (Section 10c). Similarly, official time will not be granted to Union officers except when performing

approved Union activities identified in Section 10a. Nothing in this Article precludes an officer from also serving as a steward, however, the granting of official time to perform recognized steward activities is not authorized.

e. Approval for release from duty should normally be reserved for such time as will cause minimum interference with the performance of regular duties.

f. The amount of time authorized should be proportionate to the complexity of the issues involved.

g. Attendance at meetings called by the Employer shall not be subject to e and f of this Section.

**Section 10. Approved Union Activities for Which Official Time is Authorized.**

Activities which Union officers and stewards may appropriately engage in during duty hours without charge to leave or loss of pay are:

a. Union Officers.

(1) Prepare for formal meetings between the Employer and employees when such meetings are called by the Employer, meet the criteria of Section 3, Article IV, Rights and Obligations of the Union, and when input is specifically requested.

(2) Attend formal meetings between the Employer and employees when such meetings are called by the Employer and meet the criteria of Section 3, Article IV, Rights and Obligations of the Union.

(3) Prepare Employee grievances at Step Three. One Union Officer will be granted up to five (5) hours per grievance provided the grievance is actually submitted.

(4) Present Employee grievances at Step Three.

(5) Prepare Union grievance. One Union Officer will be granted up to five (5) hours per grievance provided the grievance is actually submitted.

(6) Present Union grievance.

(7) Entertain Employer Grievance (Union President or Designee).

(8) Investigate and prepare response to Employer grievance. One Union Officer will be granted up to five (5) hours per grievance.

(9) Participate in periodic Union/Employer meetings, panels, and committee meetings which are expressly provided for by the terms of this Agreement.

(10) Represent employees in formal disciplinary action proceedings involving suspensions of fourteen (14) calendar days or more and removals (Advance Notice and Grievance). One Union Officer will be granted up to eight (8) hours per case.

(11) Prepare for third party proceedings (i.e., Grievance-Mediation, Arbitration or MSPB). One Union Officer will be granted up to eight (8) hours per case when serving as the representative.

(12) Participate in third party proceedings (i.e., Grievance-Mediation, Arbitration or MSPB) in either a representational or witness capacity.

(13) Consider and prepare responses/proposals to Employer initiated proposals submitted pursuant to Article XI, Matters Appropriate for Consultation and Negotiation. One Union Officer will be granted up to eight (8) hours official time per notice.

(14) Contract Administration. The Union President may use up to a total of eleven (11) hours per week for this purpose. If not used, the hours may not be carried forward.

In this regard, requests for additional official time to prepare an Employee grievance at Step Three, prepare a Union grievance, investigate and prepare a response to an Employer grievance, represent employees in formal disciplinary action proceedings (Advance Notice and Grievance), prepare for and participate in a third party proceeding (i.e., Grievance-Mediation, Arbitration or MSPB), and consider and prepare responses to Employer initiated proposals must be submitted in writing. Requests for additional official time for these purposes will not be unreasonably denied.

(5) Participate in periodic Union/Employer meetings which are expressly provided for by the terms of this Agreement

(6) Represent employees during oral classification complaints and classification appeals.

**Section 11. Activities Not Authorized on Official Time.**

It is agreed that activities concerned with the internal management of the Union and activities not specifically authorized by the terms of this Agreement shall not be performed on official time by Union officers, stewards and employees concerned. Examples of such activities include the solicitation of membership, collection of dues, distribution of literature, campaigning for union office, and the solicitation of employee grievances. This provision does not apply when official time is provided for in Section 7131(a) and (c) of the Federal Service Labor-Management Relations Statute.

**Section 12. Procedure for Union Officers and Stewards to Obtain Use of Official Time.**

a. Each Union officer/steward desirous of stopping work or leaving the work site to engage in approved Union activities during duty hours shall first obtain the permission of the supervisor and concurrently inform the supervisor of his destination, the general nature of the activities to be engaged in (Section 10) and the estimated time of return.

b. If the supervisor determines that the officer/steward's presence is necessary to meet the needs of the Employer, the officer/steward will be so informed and will be advised of a time when the officer/steward can be released.

c. Prior to departing the work site the officer/steward will obtain an Official Time Report (OTR) from the supervisor and complete the name, union position, date, time left, destination, person(s) contacted, purpose, request initiated by and approved union activity portions of the OTR (Section 15).

d. Additionally, prior to departing the work site the officer/steward will telephonically contact the supervisor of the employee he wishes to visit to assure the employee's availability. In the event the representational activity is conducted within the officer/steward's immediate work area, the

officer/steward must contact the supervisor to ensure the employee's availability. Supervisory permission in those instances will normally be granted insofar as the criteria of Section 9 of this Article have been met.

e. Upon entering a work area which is under the authority of another supervisor, the Union officer/steward will check-in with the supervisor prior to contacting the employee.

f. Union officers/stewards will report to their supervisors upon their return to work and complete the actual time of return and signature portions of the Official Time Report. The supervisor will also complete the signature portion of the report.

g. Where delays in presenting grievances are caused by the supervisor's inability to release an officer/steward or employee, additional time for such purpose will be granted.

**Section 13. Procedure for Employees to Obtain the Use of Official Time for Union Assistance.**

a. An employee desiring to interrupt his work or leave the work site to secure the advice and assistance of the area steward or Union officer (if otherwise expressly provided for by the terms of this Agreement) will obtain his supervisor's permission before doing so.

b. Supervisory permission in these instances will normally be granted insofar as the criteria of Section 9 of this Article have been met. However, if the supervisor cannot release the employee at that time, the employee will be advised of a time when he can be released from duty.

c. Prior to departing the work site, the employee will telephonically contact the area steward or Union officer (if otherwise expressly provided for by the terms of this Agreement he wishes to visit to assure the area steward's availability.

d. An employee desiring to confer with an area steward or Union officer (if otherwise expressly provided for by the terms of this Agreement) will also obtain the permission of the area steward's supervisor before interrupting the area steward's work.

e. Contacts between employees and area stewards or Union officers (if otherwise expressly provided for by the terms of this Agreement) will normally take place within the immediate vicinity of the work area.

f. The employee will report back to his supervisor upon returning to duty.

g. Official time will not be granted an employee to confer with a steward other than the area steward except as otherwise provided for in this Agreement.

**Section 14. Reporting Procedure for Union Officers and Stewards.**

Each Union officer and area steward shall report to work at his regular work site at the beginning of his respective shift and shall report to his supervisor immediately after lunch, unless other arrangements have been made with the immediate supervisor and approved by the Division Chief. Each Union officer and area steward shall enter and remain in his work area only on his respective shift unless otherwise agreed to by a division chief, or designee. Union officers or stewards will not be paid for conferences initiated by the Union with the Employer held outside their regularly scheduled working hours.

**Section 15. Official Time Reports (OTR).**

a. In order to account for the total hours spent and usages by Union officers and stewards on approved Union activities, the following procedure will be followed.

b. The OTR, Appendix A, will be completed by all Union officers and stewards and turned in to their immediate supervisor. The OTR will detail the Union officer/steward's name, union position, date, time left, time returned, destination, persons contacted, purpose, request initiated by, approved Union activity and signature.

c. It is expected that Union officers and stewards involved in representational activities will turn in the OTR before starting additional representational activities during the same workday. Union officers and stewards may retain a copy of the completed OTR for their own records.

**Section 16. Installation Admittance Procedure for National Representatives.**

The Employer agrees that officers or duly designated representatives of the Union or its national office who are not employees of Fort Polk will be admitted to the installation upon request to the Employer by the Union. The Union shall first inform the Civilian Personnel Office via letter that such a visit is desired, the reason therefor and the duration of the visit not later than three (3) workdays before the scheduled visit. The Civilian Personnel Office will issue a letter of authorization to visit the installation detailing the terms and conditions of the authorization. The letter of authorization must be carried at all times by the visiting Union officials. Such visits will be governed by Department of the Army security regulations. Additionally, Union officials who are not employees of Fort Polk are subject to the limitations as set out in this Article and to the terms of this Agreement.

Article XII - Appendix A

Official Time Report

Name: \_\_\_\_\_ Union Position: \_\_\_\_\_  
Date: \_\_\_\_\_ Time Left: \_\_\_\_\_ Time Returned: \_\_\_\_\_  
Destination: \_\_\_\_\_  
Person(s) Contacted: \_\_\_\_\_

Purpose of Contact: \_\_\_\_\_  
Request Initiated By: Employer \_\_\_\_\_ Employee \_\_\_\_\_ Union \_\_\_\_\_

Approved Officer Activities

Approved Steward Activities

- |   |   |
|---|---|
| Prepare for Formal Meeting<br>Called by Employer  | Investigate Employee<br>Grievance   |
| Attend Formal Meeting<br>Called by Employer   | Prepare Employee Grievance  |
| * Prepare and Present Employee<br>Grievance at Step 3   | Present Employee Grievance<br>Representative in Formal<br>Disciplinary Action |
| * Prepare Union Grievance<br>Present Union Grievance  | Prepare and Attend Formal<br>Mtg Called by Employer                           |
| Entertain Employer Grievance  | Representative in<br>Investigatory Interview                                  |
| * Investigate and Prepare<br>Response to Employer<br>Grievance                                | Periodic Union/Employer<br>Meeting  |
| Periodic Union/Employer<br>Meeting  | Representative in Oral<br>Classification Complaint/<br>Classification Appeal  |
| * Representative in Formal<br>Disciplinary Action (Advance<br>Notice and Grievance)           |   |
| * Prepare for Third Party<br>Proceeding (i.e., Grievance-<br>Mediation, Arbitration, or MSPB  |   |
| Participate in Third Party<br>Proceeding (i.e., Grievance-<br>Mediation, Arbitration, or MSPB |   |
| * Consider and Prepare Responses<br>to Employer Proposals                                     |   |
| * Contract Administration   |   |

Signature: Officer/Steward \_\_\_\_\_

Supervisor \_\_\_\_\_

- \* Amount of Official Time Capped
- \* Contract Administration - President Only

## Article XIII

### Communications and Information

#### Section 1. Meetings with Garrison Commander/MEDDAC Deputy Commander for Administration/DENTAC Executive Officer/Director USAISC.

It is agreed that the Garrison Commander/MEDDAC Deputy Commander for Administration/DENTAC Executive Officer/Director USAISC, or their designee, will meet with the Union President upon request for such a meeting. Such requests will be submitted through the Civilian Personnel Office, Labor Relations. The Union will submit an agenda of meeting topics attached to its written request. The Union will be notified of the specific time, place and date of the requested meeting. The Union President, or designee, may elect to have one Union officer/steward accompany him to the meeting. It is further agreed that these meetings will not be used to discuss individual grievances.

#### Section 2. Meetings with the Commander and Tenant Activity Commanders.

It is understood that the Garrison Commander/MEDDAC Deputy Commander for Administration/DENTAC Executive Officer act for their respective commanders regarding labor-management relations matters. Therefore, the Union President will meet with the Garrison Commander/MEDDAC Deputy Commander for Administration/DENTAC Executive Officer, or designee, prior to meeting with the Commanding General/MEDDAC Commander/DENTAC Commander in all instances. The Union President, or designee, may elect to have one Union officer/steward accompany him to the meeting. It is further agreed that these meetings will not be used to discuss individual grievances. The procedure for requesting meetings is the same as that in Section 1 above.

#### Section 3. Meetings with the Civilian Personnel Office Staff.

It is agreed that representatives of the Union and Employer shall meet monthly on a schedule mutually acceptable to the Parties to discuss matters of concern to the Parties. The Union President, or designee, may elect to have one Union officer/

steward accompany him to the meeting. It is further agreed that these meetings will not be used to discuss individual grievances and complaints.

#### **Section 4. Relationship Evaluation.**

Recognizing that the continuous evaluation of the labor-management relationship by the Parties is essential to good labor-management relations, it is agreed that representatives of the Union and Employer will meet quarterly on a schedule mutually acceptable to the Parties to jointly evaluate the labor-management relationship. The Union President may elect to have one Union officer/steward accompany him to the meeting. It is further agreed that the meeting will not be used to discuss individual grievances or complaints. Instead, the meeting will be used to discuss those issues of mutual concern which affect the Parties' relationship.

#### **Section 5. Authentication.**

No paper, document or written communication issued by the Union to the Employer, other than grievances, shall be deemed valid unless it bears the signature of the designated Union President or his designee(s). Similarly, no paper, document or written communication issued by the Employer to the Union, other than grievances, involving policy matters applicable throughout the bargaining unit shall be deemed valid unless it bears the signature of representatives of the Command Group or the Civilian Personnel Officer or his designee(s). The Parties will exchange the names and positions of designees within ten (10) workdays after the signing of this Agreement. Designees may be changed upon written notification.

#### **Section 6. Employee Listings.**

The Employer, at the request of the Union, but not more often than once a year will furnish the Union with: (1) a list of names, position titles, grades and duty stations by directorates/activities of bargaining unit employees and (2) a list of names and home addresses of bargaining unit employees. These lists will be provided to the Union at no cost. However, the Union will incur all costs associated with the production of any additional lists.

**Article XIV**  
**Hours of Work**

**Section 1. General.**

- a. The Employer retains the right to establish or change tours of duty as required for mission accomplishment.
- b. The Union will be notified of changes in tours of duty.

**Section 2. Basic Workweek.**

The normal workweek shall be forty (40) hours within an administrative workweek of seven (7) days beginning at 0001 Sunday and ending at 2400 Saturday. The normal workday will consist of eight (8) hours.

**Section 3. Employee Non-Workdays.**

Whenever practical, employees will be given two (2) consecutive days off, preferably Saturday and Sunday. In the event that a six or seven day coverage is required in an activity necessitating the staggering of non-workdays, every effort will be made to assure that equitable treatment is afforded employees with respect to Saturdays and Sundays.

**Section 4. Advance Notice Requirement of Changes in Tours of Duty.**

When a change in established tours of duty is required, the Employer will normally notify the employee or employees in writing at least seven (7) calendar days in advance.

**Section 5. Exception to Advance Notice Requirement.**

An exception to the advance notice requirement may be made when the Employer determines that it would be seriously handicapped in carrying out its function or that cost would be substantially increased.

**Section 6. Waivers of Advance Notice Requirement.**

The advance notice requirement outlined in Section 4 of this Article may be waived (1) upon request of the employee(s) or (2) when the employee(s) volunteers for a change in tour of duty

**Section 7. Shift Assignments**

It is agreed that consideration will be given to an employee's request for a permanent shift in those activities where rotating tours of duty exist.

**Section 8. Lunch Periods.**

a. Lunch periods during which an employee is entirely free of duty connection with his job may not be considered duty time for which compensation is allowed and must be scheduled outside the hours established for the daily tours of duty. The lunch period will normally be thirty (30) minutes.

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

c. Where three (3) eight (8) hour shifts are in operation, however, and an overlapping of shifts to permit time off for lunch is not practical, a lunch period of twenty (20) minutes or less will be counted as time worked for which compensation is allowed. Where an on-the-job lunch period is in effect, employees must spend time in close proximity to their work station.

**Section 9. Rest Periods.**

It is agreed that rest periods will be authorized in accordance with applicable regulations. Rest periods, when granted, shall not be used to extend the lunch period, shorten the duty day, or be used in conjunction with annual or sick leave to extend the period of absence of the employee. Rest periods cannot be accumulated.

**Section 10. Cleanup.**

Cleanup of the work area, tools and equipment will be allocated as established by work measurement standards.

**Section 11. On-Call.**

The Employer has the right to place employees in an on-call status where appropriate. The exercise of this right will be governed by applicable regulations. Similarly, employees will be expected to respond when placed in an on-call status. In this regard, employees who are designated for on-call duty may not have their freedom of movement unduly restricted. Ordinarily, the requirement that they hold themselves available will not extend beyond a requirement that they leave word where they may be reached.

**Section 12. Alternative Work Schedule.**

The Parties agree that a committee comprised of an equal number of Employer and Union representatives will be established to study the institution of an AWS in the DOL, Maintenance Division. The Committee will be established within thirty (30) days after the approval of this Agreement.

The Employer will provide the criteria by which the Committee will be guided.

Upon approval of a committee recommendation by the Command, the Parties will test the recommended AWS. The Employer reserves the right to unilaterally terminate the test upon adverse impact. The Committee will be advised of the adverse impact.

If the test proves successful, the AWS will be implemented permanently. If the test proves unsuccessful, the Committee will resume study of the matter.

The intent of this provision is to insure the establishment of an AWS which works to the mutual satisfaction of the Parties

**Article XV**

**Overtime**

**Section 1. General.**

The assignment of overtime work is a function of the Employer and the Employer is required to keep overtime work to a minimum consistent with the accomplishment of the Employer's mission.

**Section 2. Union Recognition.**

The Union recognizes the right of the Employer to select and require employees to perform overtime work required to accomplish the mission.

**Section 3. Distribution of Overtime.**

Overtime assignments will be distributed equitably among the employees qualified to perform needed duties. As a general rule, first consideration for overtime will be given to those employees who are currently assigned to the job. Second consideration will be given to those qualified employees normally performing the job in the area or functions where the overtime is required. Overtime assignments declined will be considered as overtime worked for distribution purposes.

**Section 4. Notification of Overtime Assignment.**

The Employer will notify employees as requirements are known that they are to be assigned overtime. However, the Parties agree that employees must be willing to accept overtime on short notice. Further, an employee may, upon timely request, be released from an overtime assignment provided his reasons, as determined by the supervisor, are valid and another qualified employee familiar with the work is available for the overtime.

**Section 5. Consideration of Personal Circumstances.**

The Employer agrees to give consideration to circumstances, including the employee's personal and transportation problems, when scheduling overtime.

**Section 6. Compensation.**

Employees required to perform authorized overtime work shall be compensated in accordance with applicable Federal laws.

**Section 7. Call Back**

It is understood that an employee who is called back to work on an unscheduled basis will be paid a minimum amount of two (2) hours overtime or given two (2) hours compensatory time off, as applicable. It is further understood that employees are expected to respond to call back assignments. Failure to do so may result in disciplinary action.

### **Section 8. Representational Activities**

It is understood that representational activities will not normally be performed by Union officers or stewards who are in an overtime status. Such activity will be postponed until the overtime requirement is completed or until the employee or officer/steward is working his normal tour of duty or is off duty. Exceptions to the norm may be made if, in the Employer's opinion, such representational activity temporarily overrides budget, efficiency or mission requirements.

### **Section 9. Compensatory Time.**

Compensatory time will be granted in accordance with applicable regulations.

### **Section 10. Overtime Records.**

The Employer agrees to maintain records of all overtime worked in accordance with current directives. Upon request, the Union may review overtime records as authorized by applicable laws and regulations to the extent necessary to investigate alleged inequities in the distribution of overtime.

### **Section 11. Lunch Periods During Overtime.**

In cases where employees are not informed of overtime assignments prior to the start of the regular shift and are required to work more than four (4) hours beyond the end of the regular shift, thirty (30) minutes will be afforded to obtain and consume food. This thirty minute (30) period must not be considered duty time for which compensation is allowed and must be scheduled outside the hours scheduled for overtime compensation.

## **Article**

### **Holidays**

All holidays designated by Federal law, regulation or Executive Order will be observed by the Employer as non-workdays for all employees except those required to meet work load commitments in keeping with the mission of Fort Polk.

## **Article XVII**

### **Annual Leave**

#### **Section 1. General.**

Annual leave will normally be approved by supervisors for two general purposes:

- a. to allow every employee an annual vacation period of extended leave for rest and recreation; and
- b. to provide periods of time off for personal or emergency purposes

#### **Section 2. Use of Annual Leave.**

Employees will be required to use unliquidated compensatory time before approval of annual leave, unless by so doing the employee would be compelled to forfeit annual leave.

#### **Section 3. Scheduling Annual Leave.**

The Employer will make an effort to allow each employee a vacation period of at least two consecutive weeks annually. Not later than March of each leave year employees will be requested to submit proposed dates for this vacation period. As soon thereafter as practicable the leave schedule will be prepared and made known to the employees so that they can make their plans accordingly. In the event of a conflict in scheduling between employees at the same grade level and position and within the same department or section, length of time in the job will be the determining factor.

**Section 4. Advancing Annual Leave.**

Advanced annual leave may be made available to employees at the beginning of the leave year in the amount of accruals which will be earned during the balance of that leave year. However, employees serving under temporary appointments or under probationary or trial periods may be advanced or have made available to them only that amount of annual leave which is reasonably assured will be subsequently earned. Further, those who are expected to be separated by retirement or other reasons will be advanced or have made available to them only that amount of annual leave which they are expected to accrue prior to separation.

**Section 5. Procedure for Requesting Annual Leave.**

When unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use may not be presumed by the employee. Except where circumstances beyond the control of the employee do not permit, the employee must contact his immediate supervisor or other designated person either personally or by phone as early as possible, but not later than two (2) hours after the beginning of the employee's workday and request and obtain permission for the absence. Employees engaged in health care (Nursing Assistants, Licensed Practical Nurses and Medical Clerks-Receptionists in the Clinical Support Division) and nutrition care must contact their immediate supervisor or other designated person either personally or by phone as early as possible but not later than the beginning of the workday and request and obtain permission for the absence except where circumstances beyond the control of the employee precludes the contact.

**Article XVIII**

**Sick Leave**

**Section 1. General.**

a. Employees shall earn and be granted sick leave in accordance with applicable laws and regulations.

**b. Legitimate reasons for sick leave are:**

- 1 medical, dental or optical examination or treatment;**
- 2) incapacitation for the performance of duties by sickness, injury, or pregnancy and confinement;**
- (3) to give care and attendance to a member of his immediate family who is afflicted with a contagious disease; or**
- (4) presence on duty would jeopardize the health of others at his post of duty because of exposure to a contagious disease.**

**Section 2. Procedure for Requesting Sick Leave.**

**a. An employee who is absent because of illness or injury must notify the immediate supervisor or other designated person by telephone or other appropriate means of the absence as early as practicable but not later than two (2) hours after the start of the employee's workday and obtain approval except where circumstances beyond the control of the employee precludes the contact. Employees engaged in health care (Nursing Assistants, Licensed Practical Nurses and Medical Clerks-Receptionists in the Clinical Support Division) and nutrition care must notify the leave approving official by telephone or other appropriate means of the absence as early as practicable but not later than the beginning of the workday and obtain approval except where circumstances beyond the control of the employee precludes the contact. Unless other arrangements have been made, requests for sick leave must be made on each day of absence. Unless there is reason to doubt that the absence may not be a proper charge to sick leave, approval of the absence should be given at the time of notification.**

**b. Requests for sick leave for non-emergency medical, dental, or optical examinations must be made at least twenty-four (24) hours in advance. Employees are encouraged to schedule such examinations outside of the normal work hours.**

**c. Failure to give the notice required by this section may result in a charge of annual leave, leave without pay or absence without leave, as the circumstances may justify.**

### **Section 3. Requirement for Certification.**

a. Normally, the employee's certification will be sufficient to support a charge to sick leave for absences of three (3) working days or less.

b. Absences resulting in a charge to sick leave in excess of three (3) workdays will be supported by a medical certificate. If the absence is due to exposure to a contagious disease, the medical certificate should include the date of exposure and the period of time that the employee's exposure would present a hazard to the health of others.

c. Employees who, because of illness are excused from duty by the immediate supervisor or other designated person, shall not be required to furnish a medical certificate to substantiate sick leave for the day excused from duty.

### **Section 4. Time Limit for Submitting Evidence.**

a. An employee shall have one full pay period following his return to duty to furnish the required evidence to support a charge to sick leave.

b. In cases of prolonged absence because of illness, an employee must furnish support evidence at reasonable intervals (biweekly) in order to avoid overpayment resulting from failure to obtain such evidence because of nonreturn to duty.

c. The failure to timely submit the evidence required by this section may result in a charge of annual leave, leave without pay or absence without leave, as the circumstances may justify.

### **Section 5. Suspected Sick Leave Abuse**

When there is reason to believe that the sick leave privilege has been abused, the employee will be orally informed. If after discussing the matter with the employee the supervisor still has reason to believe that the future submission of proof is necessary, the employee will be given written notice that medical certification is required to support future grants of sick leave. The necessity for this requirement shall be periodically reviewed and the employee will be advised in writing at least every six (6) months if the requirement will be continued.

## **Section 6. Certification Requirements During Job Actions**

When there is reason to believe that a job action such as a "sick-out" is imminent or occurs, the immediate supervisor or other designated person may require a medical certificate of employees on sick leave, regardless of duration, during the days the job action is known to take place.

## **Section 7. Restrictions During Periods of Sick Leave.**

Employees are required to contact their immediate supervisor or other designated person, by telephone or other appropriate means, and secure approval prior to engaging in outside employment on one or more days for which sick leave has been approved.

## **Section 8. Advance Sick Leave**

Employee requests for advanced sick leave shall be granted in accordance with applicable regulations.

## **Article XIX**

### **Court Leave**

#### **Section 1. General.**

a. Consistent with applicable laws and regulations, employees will be granted court leave for jury duty or for appearing as a witness in a nonofficial capacity on behalf of a state, local government, or on behalf of a private party in any proceeding to which the United States or state or local government is a party.

b. When an employee is summoned or assigned by his agency to testify in his official capacity at a judicial proceeding or to testify in a nonofficial capacity on behalf of the United States, he is in an official duty status as distinguished from a leave status and is entitled to his regular pay.

c. The granting of court leave is not appropriate when an employee serves as a witness in a nonofficial capacity on behalf of a private party. The absence from duty must be charged as either annual leave or leave without pay, and he may accept court fees and expenses incidental thereto.

## **Section 2. Call for Court Services.**

When an employee is called for court services, either as a witness or a juror, the court order, subpoena, or summons, if one was issued, must be presented as far in advance as possible. Upon return to duty, written evidence of attendance at court is required to include the dates and hours of the service.

## **Section 3. Return to Duty.**

a. An employee excused or released by the court for a day or a substantial portion of a day is expected to return to duty, provided the return would not cause the employee hardship because of the distance between home, duty station or the court. When only an hour or two remains in the daily tour, employees should not be expected to return to duty.

b. The failure to return to duty when directed may result in a charge of annual leave, leave without pay or absence without leave.

## **Section 4. Court Fees.**

When an absence for jury service is charged to court leave and the employee has accepted court fees, the employee must contact the appropriate payroll office for instructions as to the disposition of court fees.

# **Article XX**

## **Leave Without Pay**

### **Section 1. General.**

The authorization of leave without pay is a matter of administrative discretion. Employees, with a few exceptions, cannot demand that they be granted leave without pay as a matter of right. The exceptions are disabled veterans needing medical treatment and Reservists and National Guardsmen desiring leave without pay for military duties.

**Section 2. Requests for Leave Without Pay.**

Each request for leave without pay will be examined closely to assure that the value to the Government or the serious needs of the employee are sufficient to offset costs and administrative inconvenience.

**Section 3. Continuation of Benefits.**

Employees on approved leave without pay shall continue to accrue all rights, privileges and benefits as provided by applicable laws and regulations.

**Section 4. Union Representation.**

Consistent with local requirements, the Employer may grant leave without pay up to one (1) year to one (1) member of the Union whom it has selected to serve in the capacity as a NAGE Union Representative. Upon written request and if work load conditions permit, an extension may be granted so that the total leave without pay will not exceed two (2) years. An employee under extended leave without pay as described in this Section who returns to duty after leave without pay shall be entitled to return to a job of like seniority, status and pay unless termination is otherwise required by the expiration of appointment, reduction in force for cause, or other reasons not related to the absence for Union representational purposes.

**Article XXI**

**Excused Absence**

**Section 1. General.**

Excused absence may be granted to employees when absent from their normal productive assignments to perform acts or services officially sanctioned by the Commander such as merit placement interviews at Fort Polk and utilizing personnel office services other than testing conducted by the Examining Division of the Civilian Personnel Office. In performing these acts or services, employees remain under the Employer's control or jurisdiction and are thus considered in a duty status. Officials of the Employer

are authorized to make individual determinations that the act or service is job related and not chargeable to leave and to place limits on the length of such absences from normal assignments.

**Section 2. Excused Absence for Voting.**

It is mutually agreed that employees may be excused for a reasonable time, when warranted and when practicable to do so without seriously interfering with operations, to vote in any election or referendum within the community. Employees may be excused from duty so as to permit them to report to work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off, if any. Employee requests for excused absence for voting will be made not later than five (5) workdays before the election and will be directed to the supervisor so that appropriate plans can be made to reschedule the employee's work.

**Section 3. Excused Absence for Blood Donation.**

The Parties agree that employees who volunteer as blood donors, without compensation to the American Red Cross, military hospitals, other blood banks, or respond to emergency calls for needy individuals may be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excusal time will not exceed four (4) hours, except in unusual cases. When the employee must travel a long distance or when unusual need for recuperation occurs, up to an additional four (4) hours may be authorized.

**Article XXII**

**Facilities**

**Section 1. Office Space.**

Subject to prior commitments, security considerations, and local construction requirements, the Union will be afforded office space for use during normal duty hours. The Union agrees to pay a monthly fee of \$60.00 to cover the expense of utilities.

**Section 2. Meeting Space.**

Upon receipt of a five (5) workday advance notice the Union will be afforded space to hold its meetings with bargaining unit employees after duty hours. However, the Union will be responsible for restoring the facilities used to their original state after use. The Union will also be held liable for the contents of the building in which the meeting was held.

**Article XXIII**

**Bulletin Boards**

**Section 1. Bulletin Board Space.**

The Employer will make available a 2' by 2' of space on the unofficial section of bulletin boards designated for posting matters pertaining to civilian employees for the posting of Union notices of meetings, recreational or social affairs, elections, results of elections or other appropriate literature.

**Section 2. Costs.**

All costs incident to reproduction and preparation of the Union's material shall be borne by the Union.

**Section 3. Union Responsibility.**

The Union, in posting material on designated bulletin boards, agrees that it is fully and solely responsible for the content of the material in terms of accuracy and adherence to ethical standards; that it does not violate any law, or the security of the Employer or contain scurrilous or libelous material or material which maligns the character of the Employer; and that violation of this provision will be grounds for revocation of this privilege. The Union further agrees that it is responsible for the neat and orderly maintenance of this allocated space, including removal of obsolete material. The Employer reserves the right to post audit these notices and initiate appropriate action where the privilege is abused.

**Section 4. Employer Disclaimer.**

The Union agrees to publish in one inch letters, post, and maintain above the Union portion of the bulletin boards the following statement:

"A portion of this bulletin board is furnished for the convenience of the Union. The Union is solely responsible for the material approved for posting. Management does not vouch for the accuracy or authenticity of Union information. The posting of material on this bulletin board does not constitute endorsement by Management."

**Article XXIV**

**Safety and Health**

**Section 1. General.**

It is understood that the safety of personnel is an Employer responsibility. Accordingly, the Employer will strive to provide and maintain a safe and healthful work environment.

**Section 2. Employee Responsibilities.**

The Parties agree that each employee has a primary responsibility for his or her own safety and an obligation to know and observe safety rules and practices to include the wearing and utilization of issued protective clothing and safety equipment as a measure of protection for himself and others.

**Section 3. Employee Negligence.**

Failure of an employee to wear or utilize issued safety equipment and protective clothing or to observe safety rules and regulations may serve as a basis for disciplinary action.

**Section 4. Union Obligations.**

The Union agrees to encourage employees to observe safe work practices and to wear and properly utilize protective clothing and equipment by disseminating information on health and safety to members of the unit at least quarterly.

**Section 5. Safety Equipment and Protective Clothing.**

Items of protective clothing and equipment determined by the Employer to be essential for the protection of employees' safety will be furnished in accordance with Department of the Army regulations.

**Section 6. Safety and Occupational Health Advisory Council.**

The Union President, or designee, may serve on the Fort Polk Safety and Occupational Health Advisory Council.

**Section 7. Work Assignments.**

Work assignments should not be assigned in a manner clearly contrary to safety regulations. Should such an apparent situation arise, the employee concerned may discuss the matter with his supervisor, or designee, for resolution at that or a higher level.

**Section 8. Availability of Injury Reports.**

Upon written authorization of the employee who suffered an on the job injury and/or a job related disease to the Civilian Personnel Office, a copy of the injury report will be made available to the Union in accordance with the disclosure provisions of the Federal Personnel Manual, Chapter 294.

**Section 9. Emergency Examination and Treatment**

The Employer will furnish emergency examination and treatment in cases of injury and sudden serious illness while on duty. The Union agrees to join the Employer in urging employees to immediately notify their supervisor of an on the job injury. Applicable laws and regulations will be complied with in processing on the job injury claims.

**Section 10. Duty Status During Emergency Treatment**

An employee injured in the performance of his duties will be considered in a duty status and will receive pay without charge to leave for the time required to obtain emergency treatment to the extent that the time falls within his prescribed hours of work for that day.

**Section 11. Transportation.**

An employee sent home because of illness or sudden serious illness while on duty will be provided transportation in those cases where the appropriate medical officer determines such transportation is necessary.

**Section 12. Ambulance Service.**

When emergency conditions so require, as determined by an appropriate medical officer, ambulance service with a qualified attendant will be provided to transport the employee to the nearest hospital.

**Section 13. Light Duty.**

It is recognized that light duty determinations are the responsibility of the Employer and that there is no employee entitlement to a light duty assignment. In this regard, the Employer will consider the use of light duty, whenever available, for rehabilitation or other benefits of mutual advantage to the employee and the Employer within applicable regulations and standards.

**Section 14. MEDDAC Safety Committee**

The Union President, or designee, may serve on the MEDDAC Safety Committee.

**Section 15. Federal Employees Compensation Act (FECA) Overview Committee.**

a. The Union President, or designee, may serve on the Fort Polk FECA Overview Committee.

b. The Union representative's participation will be limited to deliberations of the Committee concerning implementation or change to the FECA Program, determining aspects of the Program to be emphasized and evaluating the effectiveness of the Program.

c. The Union's representative will not be allowed to participate in Committee deliberations concerning issues pertaining to the exercise of reserved Employer rights as set forth in Section 7106 of the Federal Service Labor-Management Relations Statute.

**Section 16. Shop Committees.**

The designated area steward may represent the Union on shop safety committees in those shops in the bargaining unit which have appointed safety committees.

**Article XXV**

**Promotions**

**Section 1. General.**

This Article applies solely to the filling of positions in the bargaining unit as defined in Article I, Section 2 of this Agreement.

**Section 2. Employer's Right**

Nothing in this Article shall affect the Employer's authority to determine employee qualifications, to fill positions within the unit or to make selections for appointment from among properly ranked and certified candidates for promotion or any other appropriate source. Vacancies may be filled by methods other than the Merit Staffing Program when it appears that the best qualified person can be obtained from other sources.

**Section 3. Order of Consideration.**

Promotion of employees will be made on the basis of merit. Normally, the order of consideration for filling vacancies will be as follows: (a) priority considerations; (b) search for in-service candidates or (c) any other appropriate source.

**Section 4. Vacancy Announcements.**

The Employer agrees that when vacancies in the unit are announced in accordance with the Merit Promotion Plan, the announcement will remain open for receipt of requests for consideration a minimum of ten (10) calendar days. The announcement will set forth the opening and closing dates, job title, series, grade, location and qualification requirements for the position.

**Section 5. Employee Right to Consideration.**

When the Employer determines that vacancies in the bargaining unit are to be filled by competitive procedures, the Employer agrees that employees requesting timely consideration will receive full consideration consistent with their qualifications.

**Section 6. Request for Consideration.**

Employees desiring consideration for a position that has been announced for receipt of applications will submit a Request for Consideration (FP FL 303) and Applicant Supplemental Information.

**Section 7. Consideration During Absences.**

Prior to departure on leave or other extended absence, an employee may request in writing that his supervisor submit, on his behalf, an application for any placement opportunity that may be announced during such absence. The employee's request must specifically identify the position, title, grade, and organizational location of the position for which consideration is requested.

**Section 8. Area of Consideration.**

The initial area of consideration for filling bargaining unit positions by merit promotion will be Fort Polk employees, current Department of the Army employees and military spouses who are entitled to preference in accordance with DOD Instruction 1404.11.

**Section 9. Expansion of Area of Consideration.**

The area of consideration may be expanded when it is determined that the initial area of consideration may not produce a sufficient number (at least three) of "Best Qualified" applicants or to comply with other recruitment requirements, e.g., high grade, career programs, FEORP, SHARP, hard to fill positions.

**Section 10. Restriction of Area of Consideration.**

The area of consideration may also be restricted when determined appropriate for such reasons as budgetary constraints, insufficient personnel ceilings or a sufficient number of candidates may be produced.

**Section 11. Qualified Applicants.**

All employee applicants determined qualified and eligible for promotion will be assigned one of the following ratings: (a) Best Qualified or (b) Qualified.

**Section 12. Referral and Selection Registers.**

Referral and Selection Registers will be used for competitive and noncompetitive candidates referred in accordance with the Merit Promotion Plan. Locally developed lists of candidates will be referred in alphabetical order. Competitive candidates referred from Office of Personnel Management Certificates of Eligibles will be listed in the order in which the names are certified.

**Section 13. Methods of Determining Best Qualified.**

"Best Qualified" candidates will be determined by the following methods:

a. All qualified applicants for promotion or reassignment to a position with known promotion potential will be evaluated further to identify those who are "Best Qualified," except that employees who previously held the grade (or higher grade) of the position, or target grade (or higher), in the competitive service do not require further evaluation. In all cases of "Spouse Preference" candidates, ranking is required for determination of "Best Qualified."

**b. Primary Measurement Tools.**

(1) Training, education, experience, awards (TRA/EX) (as stated by the candidate on the FP FL 303) will always be used as a measurement tool. Information in the candidate's Official Personnel Folder will be used in ranking employees for wage system positions.

(2) A supervisory appraisal on the FP FL 303 is another measurement tool that will always be used when applicable. When a supervisory appraisal cannot be obtained, the TRA/EX may be the sole measurement tool.

(3) Other measurement tools may be used as provided for by applicable regulations.

**Section 14. Notification of Rating.**

The Employer will notify employees who submit requests for consideration for placement or promotion of their rating.

**Section 15. Noncompetitive Promotions.**

Noncompetitive promotions may be made in accordance with applicable regulations.

**Section 16. Release of Information**

To the extent permitted by applicable law or regulation, upon request, the Employer will furnish data pertaining to a specific merit promotion action if the data is maintained in the regular course of business, reasonably available and necessary for full and proper discussion of a grievance and which does not constitute guidance, advice, counsel, or training provided for the Employer. The request must be in writing and must be of sufficient specificity to allow processing.

**Section 17. Copies of Vacancy Announcements.**

The Employer will provide the Union a copy of vacancy announcements issued under the Merit Promotion Plan.

**Section 18. Grievances.**

Any matter involving nonselection for promotion from among a group of properly ranked and certified candidates is not grievable. This does not, however, prohibit an employee from grieving a rating of "Qualified" (failure to receive proper consideration).

**Section 19. Failure to Receive Proper Consideration.**

Failure to receive proper consideration for promotion means that except for the error, the employee would have been referred for selection. In the case of a competitive action, the employee would have been rated in the "Best Qualified" group for the position in which the employee failed to receive consideration.

**Section 20. Remedy for Failure to Receive Proper Consideration.**

The Employer and the Union establish one (1) priority consideration to the next appropriate vacancy for which the employee qualifies as the remedy for failure to receive proper consideration.

**Section 21. Priority Consideration.**

Priority consideration means the employee will be referred noncompetitively to the selecting official who will consider the employee's qualifications and make a decision to select or nonselect.

**Section 22. Next Appropriate Vacancy.**

The "next appropriate vacancy" is one that meets all of the following conditions:

- a. a similar type of position in the same pay system as the position for which the employee failed to receive proper consideration;
- b. one in which the employee has indicated prior interest;  
and
- c. one at the same grade level with no higher promotion potential than the position for which consideration was lost.

**Section 23. Automatic and Special Consideration for Repromotion.**

a. Employees who have been demoted through no fault of their own (i.e., reduction-in-force, correction of classification error) and who are in retained grade (not retained pay) will be entitled to automatic repromotion for any position up to the grade they are retaining provided that (a) they are fully qualified for the position as determined by the Civilian Personnel Office; (b) have at least a "Fully Successful" current performance rating; (c) the position is located in the same local command from which they were demoted; (d) the position is in the same pay group of the retained grade; and (e) the position is in the same occupational series from which demoted or is a position and grade that the employee previously held on a permanent basis in a different occupational series within the same pay group of the retained grade.

b. Upon expiration of the retained grade period, the automatic repromotion right will expire. However, an employee will, if otherwise eligible, receive priority consideration as authorized by current governing regulations.

c. If two or more employees are entitled to automatic repromotion to the same position, the Employer reserves the right to choose the employee to be repromoted from among those eligible.

## **Article XXVI**

### **Reduction in Force**

#### **Section 1. Definition.**

A reduction in force to which the provisions of this Article applies occurs when it becomes necessary to release a competing employee from his competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after a formal announcement of a reduction in force in the employee's competitive area and when the reduction in force will take effect within 180 days.

#### **Section 2. Employer Rights.**

The Employer retains the right to determine the categories within which positions are required, where they are to be located, and when they are to be filled, abolished, or vacated. This includes determining when there is a surplus of employees at a particular location in a particular line of work.

#### **Section 3. Notification to the Union.**

When the Employer determines that a reduction in force is necessary, the Union will be notified that: (1) a RIF has been determined necessary; (2) the reason(s) for the RIF; (3) the

approximate number of spaces or employees affected; and 4 the proposed effective date.

**Section 4. Confidentiality of Information.**

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

**Section 5. Union Obligation**

Upon receipt of the information in Section 3 of this Article, the Union may make its views and recommendations known within fifteen (15) calendar days. Comments should be forwarded to the Civilian Personnel Office, Labor Relations.

**Section 6. Employer Union Cooperation.**

The Union agrees to join the Employer in promoting the understanding of reduction in force actions and minimizing the adverse impact on the morale of employees affected.

**Section 7. Reduction in Force Procedures.**

All reductions in force will be carried out in compliance with Office of Personnel Management, Department of Defense, and Department of the Army regulations. In this regard, the following specific procedures and arrangements will apply.

**a. Competitive Areas.**

The competitive areas for reduction in force actions will be established in accordance with Office of Personnel Management regulations. It is understood that each tenant command (MEDDAC, DENTAC, Commissary and USAISC) may have a separate competitive area or may be included in the Garrison's competitive area. The Union recognizes the Employer's right to establish competitive areas.

**b. Reduction-in-Force Notices.**

Employees affected by a reduction in force will receive a written minimum notice of at least 60 calendar days.

**c. Access to Retention Registers.**

Upon request, an affected employee and his representative, designated in writing, shall be given the opportunity to review the retention register pertaining to the employee.

d. Counseling and Placement Assistance

Upon request, affected employees will receive counseling concerning retirement eligibility and benefits, the Department of Defense Priority Placement Program, and the Office of Personnel Management Displaced Employee Program.

e. Reemployment

The Employer agrees to establish and maintain a Reemployment Priority List in accordance with applicable regulations. Eligible employees will be entered on the list for the positions for which available and qualified.

Performance Appraisals

1 Additional Credit

Additional service credit for performance will be as specified by Office of Personnel Management and Department of the Army regulations.

2 Cutoff Date.

To provide adequate time to properly determine employee retention standing prior to a reduction-in-force, the Parties establish ten (10) workdays prior to the issuance of specific RIF notices as the cutoff date, after which no new annual performance ratings will be put on record and used for RIF purposes. Performance appraisals that were due on or before the cutoff date but were not officially approved and put on record until after the cutoff date do not affect the determination of the employee's retention standing.

g. Vacant Positions.

Efforts will be made to place employees who are affected by reduction-in-force. The Employer will consider placing affected employees in vacant positions for which they are qualified. Waiver of qualification requirements for placement in vacant positions will be at the Employer's discretion.

h. Discontinued Service Retirement.

The Employer may, at its discretion, request voluntary early retirement authorization.

**i. Relocation Costs.**

The Employer will pay relocation costs as authorized by the Joint Travel Regulations.

**Section 8. Grievances.**

An employee may grieve a reduction in force action for any of the following reasons:

- a. failure to follow RIF procedures;
- b. improper release from competitive level; or
- c. denial of bumping/retreat rights.

**Section 9. Time Limit for Filing Grievance**

A grievance must be filed in writing within ten (10) workdays after the effective date of the action pursuant to the provisions of Article XXXVI, Section 13 of this Agreement.

**Article XXVII**

**Job Description and Classification**

**Section 1. Job Descriptions.**

Employees will be furnished a copy of their job descriptions upon initial appointment and as amendments are made.

**Section 2. Amendments to Job Descriptions.**

Amendments to job descriptions will be discussed with employees at the time employees are provided copies.

**Section 3. Job Description Accuracy.**

Questions regarding the accuracy of job descriptions will be resolved between the employee and the supervisor. If necessary, the appropriate Commander, or designee, will decide on current and future duties and responsibilities of the position. The Commander's decision will be considered final. This does not preclude grievances over the accuracy of a job description except when the matter concerns the classification of a position.

#### **Section 4. Oral Classification Complaint.**

An employee may file an oral classification complaint requesting a review of the pay category, title, series, or grade of his position. An employee may make an oral classification complaint at any time; but it must relate to the official position currently occupied, as shown on the SF 50 (Notification of Personnel Action). The complaint must be presented to the employee's supervisor. The basis on which the position was evaluated will be discussed and explained to the employee.

#### **Section 5. Use of Oral Classification Complaint Procedure.**

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

#### **Section 6. Position Classification Appeals.**

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

#### **Section 7. Representation.**

An employee may be represented in presenting an oral classification complaint or a classification appeal.

#### **Section 8. Position Classification and Job Grading Standards.**

Employees may schedule an appointment with the Civilian Personnel Office, Position Management and Classification Division to review Office of Personnel Management Position Classification and Job Grading Standards for the position to which officially assigned.

## **Article XXVIII**

### **Wage Surveys**

#### **Section 1. Notification of Wage Surveys.**

The Union will be notified of a locality wage survey and of the schedule as established by the DOD Wage Fixing Authority.

#### **Section 2. Local Wage Survey Committee (LWSC).**

The Union will be allowed to designate one (1) member to serve on the LWSC which applies to the bargaining unit.

#### **Section 3. Data Collectors.**

The Union will be allowed to nominate employees as labor data collectors where appropriate.

#### **Section 4. Selection and Appointment of Data Collectors.**

The Employer will select and appoint data collectors.

## **Article XXIX**

### **Employee Development**

#### **Section 1. General.**

The Employer agrees to maintain a Training and Development Program as necessary to accomplish the mission of Fort Polk in an efficient manner. It is recognized that technology changes and new techniques, material and equipment, or replacement of employees possessing special skills are factors normally considered in implementing such programs where necessary to meet the needs of the Employer.

#### **Section 2. Selection for Training.**

Employees shall be given equitable consideration in selection to attend training courses that are determined by the Employer to meet the training needs of employees based on the work load, availability of funds, and school quotas. Applications for specialized courses will be processed without delay.

**Section 3. Employee Notification.**

Notification of approval and disapproval will be made to the employee at the earliest practical date.

**Section 4. Consideration of Training in Placement Actions.**

The Employer agrees that consideration will be given an employee's qualifications resulting from pertinent training, self-development and outside activities which serve to enhance the employee's capabilities for effective performance in the position to be filled, provided this information has been made a matter of record.

**Section 5. Records of Training.**

The Employer agrees that in accordance with applicable regulations and upon proper presentation records of satisfactory completion of formal training will be entered in the personnel folder of the employee concerned.

**Section 6. Use of Merit Promotion Procedures.**

Merit promotion procedures must be followed in selecting career or career conditional employees for training that is intended mainly to qualify employees for promotion.

**Section 7. Civilian Personnel Bulletins.**

The Union will be provided copies of all Civilian Personnel Bulletins announcing training opportunities.

**Article XXX**

**Union Training Sessions**

**Section 1. General.**

Recognized officers and stewards of the Union may be excused without charge to leave in conjunction with attendance at Union sponsored training provided that such training is of mutual concern to the Employer and the Employer's interests will be served by the officer/steward's attendance.

**Section 2. Excused Absence.**

Excused absence will be authorized to cover only those portions of a training session that meet the criteria in Section 1 of this Article and will not exceed eight (8) hours per calendar year for stewards and sixteen (16) hours per calendar year for officers.

**Section 3. Procedure for Requesting Excused Absence.**

Requests for excused absence must be received by the Civilian Personnel Office at least ten (10) calendar days in advance of any request for administrative leave. The request must include the name(s) of the officer/steward, date, time, place of training or orientation session and the subject matters to be covered. The Civilian Personnel Office will render a decision normally five (5) calendar days prior to the commencement of training or orientation session.

**Section 4. Cost to Support Training.**

The Union is responsible for funding all Union sponsored training.

**Article XXXI**

**Contracting Out**

**Section 1. Employer's Right.**

The Employer retains the right to make determinations with respect to contracting out as provided in Section 7106 of Title VII and Article II of this Agreement.

**Section 2. Union Notification.**

As requirements are known, the Union will be notified of the functions scheduled for review under the Commercial Activities Program.

**Section 3. Union Participation.**

It is agreed that since it is to the Employer's advantage that the Performance Work Statement (PWS) during Commercial Activity

reviews be as accurate as possible, the Union will be given the opportunity to review the statement for thoroughness. Comments must be provided within fifteen (15) calendar days after receipt and will be carefully considered. The Employer is not obligated, however, to revise the PWS to incorporate the Union's comments if in the Employer's opinion they would not improve the PWS. It must be noted that this provision applies only to commercial activity reviews within the bargaining unit.

**Section 4. Sensitivity of the Performance Work Statement.**

Since the PWS is procurement sensitive, the Union agrees that it will not be reproduced and must be returned to the Civilian Personnel Office by the due date even if the Union elects not to submit comments.

**Section 5. Contracting Out Decisions.**

The Union will be advised of contracting out decisions

**Section 6. Appeals.**

The Union agrees that any appeal involving the contracting out process or the decision by the Employer to contract out activity functions shall be processed exclusively through the administrative appeals procedure provided by the Federal Acquisition Regulation, OMB Circular Number A-76 (Performance of Commercial Activities), and implementing Army regulations, and not through the grievance/grievance-mediation/arbitration procedures of this Agreement.

**Article XXXII**

**Travel and Subsistence**

**Section 1. General.**

Travel and subsistence shall be in accordance with applicable rules and regulations.

**Section 2. Advance Notice.**

Employees required to perform temporary additional duty involving travel will be given as much advance notice as conditions permit.

**Section 3. Advance Allowance.**

It is agreed that in accordance with applicable rules and regulations employees performing temporary duty involving travel will be entitled to draw an advance allowance except where emergency conditions do not permit sufficient time to draw an advance. In such an event, the employee normally will not be expected to travel with insufficient funds to cover the period of duty unless transportation, quarters and subsistence are furnished by the Government.

**Article XXXIII**

**Interpretation of the Agreement**

**Section 1. Contract Administration Training.**

The Parties agree to indoctrinate their officials in the understanding and spirit of this Agreement recognizing the mutual benefits to be derived from the constructive observance of its provisions.

**Section 2. Contract Interpretation/Application Disputes**

Should any dispute arise concerning the interpretation or application of this Agreement, representatives of the Parties shall make an earnest effort to resolve the matter through consultation and discussion.

**Article XXXIV**

**Publication of the Agreement**

**Section 1. Publication of the Agreement.**

The Parties agree to equally share the cost of publication of this Agreement.

**Section 2. Agreement Size and Format.**

The Parties will mutually determine the size, format and design of the Agreement.

## Article XXXV

### Dues Withholding

#### Section 1. General

The Union and the Employer agree that any eligible employee who is assigned to duty and "included" in the bargaining unit as defined in Section 2, Article I of this Agreement and who is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for membership, provided:

a. the employee continues his employment in the unit for which exclusive recognition has been granted;

b. the employee has voluntarily submitted a request for such allotment of pay; and

c. the employee receives a regular amount of pay each pay period and the net salary after other legal and required deductions is regularly sufficient to cover the allotment.

#### Section 2. Union Responsibilities.

The Union shall be responsible for:

a. Informing and otherwise educating its members about the program for the withholding of Union dues.

b. Assuring that all allotments for Union dues are voluntary on the part of eligible employees who are members of the Union.

c. Procuring Standard Form 1187 (Request for Payroll Deductions for Labor Organization Dues), distributing it to its members, informing them as to its use and availability, certifying as to the amount of dues, and submitting completed forms through the Civilian Personnel Office, Fort Polk, Louisiana to the appropriate payroll office.

d. After notification by the Employer or the employee, refunding unauthorized deductions or excess payments either to the Employer or the employee whichever is required.

**Section 3. Employer Responsibilities.**

The Employer shall be responsible for maintaining a supply of the Standard Form 1188 which is to be used for revoking allotments and making this form available to eligible employees upon request.

**Section 4. Dues, Changes and Fees.**

a. The amount of dues certified to be withheld from an employee's salary will remain unchanged until the authorized Union official has certified that the amount of dues is to be changed.

b. Authorizations received in the payroll office will be effective in the next regular biweekly pay period and biweekly deductions will continue in effect until the allotment is terminated in accordance with the provisions of this Article.

c. The amount to be deducted each biweekly pay period is for dues only. No other deductions are authorized. If the amount of dues to be deducted is changed by the Local, the appropriate payroll office will be notified in writing of the new amount and the effective date. The notice will be submitted through the Civilian Personnel Office. Changes in the amount of dues to be deducted will not be made more than once every twelve (12) months.

d. The Union will not be charged a fee for dues withholding.

e. The dues collected will be remitted to the Comptroller, NAGE, 285 Dorchester Avenue, Boston, Massachusetts 02127 after the completion of the payroll for each biweekly pay period. Each remittance will be accompanied by a statement in duplicate containing the following information:

identification of the installation;

pay period date;

identification of the local;

(4) names of members for whom deductions were made and the amount of each deduction;

total amount withheld each pay period; and

net amount remitted.

**Section 5. Limitation and Termination.**

a. The common anniversary date for dues revocation is the first full pay period on or after 1 September.

b. An employee may at any time submit a revocation of his allotment, however, the revocation may not be effective for a period of one year from the date the allotment was first made. Subsequently, an individual's revocation may be submitted at any time but will not become effective until the next common anniversary date, the first full pay period on or after 1 September.

c. The revocation should be made on a Standard Form 1188. It is the employee's responsibility to see that his written revocation is received in the payroll office on a timely basis. The employee's signed request for the revocation of his dues allotment will be accepted even though not submitted on the Standard Form 1188.

d. The Union will send the appropriate payroll office, within five (5) workdays after receipt, any revocation of allotment received by the Union. On the revocation submitted by the employee directly to the payroll office, that office will submit a copy of each revocation to the Union with the remittance statement for the first pay period prepared after receipt of the revocation.

e. The Union will notify the payroll office within five (5) workdays when an employee with a current allotment ceases to be a member in good standing. The payroll office will terminate the allotment upon receipt of the information.

f. An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer or other personnel action (except detail); when this agreement for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended or expelled from the labor organization.

g. The allotments of all employees who are members of the Local will be terminated when the Local loses eligibility for exclusive recognition under the provisions of Title VII.

**Section 6. Indemnification Clause.**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

**Article XXXVI**

**Grievance Procedure**

**Section 1. Purpose.**

The purpose of this Article is to provide for a mutually acceptable method for the prompt, fair and equitable settlement of grievances.

**Section 2. Employee Grievance**

An employee grievance is defined as any complaint concerning any matter relating to the employment of the employee; the effect or interpretation or a claim of breach of the Collective Bargaining Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment which are within the administrative discretion of the Employer.

**Section 3. Union Grievance.**

A Union grievance is defined as any complaint concerning any matter relating to the employment of any employee; or the effect or interpretation, or a claim of breach, of the Collective Bargaining Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment which are within the administrative discretion of the Employer.

**Section 4. Employer Grievance.**

An Employer grievance is defined as any complaint concerning the effect or interpretation, or a claim of breach, of the Collective Bargaining Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 5. Exclusions.**

Any grievance covering the following matters is excluded from coverage under this procedure:

- a. termination of temporary employees;
- b. separation of probationary employees;
- c. any claimed violation of prohibited political activities;
- d. retirement, life insurance or health insurance;
- e. suspension or removal for National Security reasons;
- f. examination, certification or appointment
- g. the classification of any position;
- h. nonselection for placement or promotion from a group of properly ranked and certified candidates;
- i. proposed disciplinary actions;
- j. employee grievances where no form of personal relief to the employee is appropriate;
- k. nonadoption of Model Installation Program Initiatives or disapproval of honorary or discretionary awards;
- l. the content of published Fort Polk, Command, or DA regulations;
- m. the termination of temporary promotions;
- n. EEO complaints.

**Section 6. Grievability.**

Disputes as to whether a matter is grievable or arbitrable under the provisions of this Agreement, if not resolved by the Parties, may be referred to Grievance-Mediation as provided in Article XXXVII or to arbitration as provided in Article XXXVIII as a threshold issue.

**Section 7. Informal Resolution of Grievances.**

The Employer and the Union recognize that most grievances arise from misunderstandings or disputes which can be properly resolved on an informal basis at the immediate supervisory level. Accordingly, the Employer and the Union agree that every effort will be made to settle each grievance at the lowest level possible. In keeping with this principle of problem resolution at the lowest level possible, the Union agrees that all issues of concern to them will be raised with the Employer before they are raised outside the authority of the Employer. The Employer will be given at least ten (10) workdays to resolve any matter raised under this provision.

**Section 8. The Effect of Grievances.**

Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, loyalty or desirability to the organization. Similarly, the occurrence of an occasional grievance will not be construed as reflecting unfavorably on the quality of supervision or general management of the organization.

**Section 9. Use of Negotiated Grievance Procedure.**

a. The grievance procedure agreed upon herein shall be the sole procedure available to the Employer, the Union and bargaining unit employees for the consideration of grievances which fall within its coverage.

b. When an employee has a choice of procedures within the Negotiated Agreement, the employee shall be deemed to have exercised his option at such time as the employee initiates an action under the applicable statutory procedure or files a grievance under the Grievance Procedure contained herein whichever should occur first.

c. The filing of grievances over frivolous or facetious matters is discouraged.

**Section 10. Representation.**

**a. Employees Electing Union Representation.**

An employee or group of employees desiring representation when filing a grievance under the Grievance Procedure outlined herein may be represented only by the Union. This does not preclude an employee from consulting with his personal representative.

**b. Employees Not Electing Union Representation.**

An employee or group of employees not desiring union representation may not have a personal representative when pursuing matters under this Grievance Procedure. In such cases an employee or employees may present grievances and have them adjusted without the intervention of the Union, but the employee or employees must represent themselves, the adjustment must be consistent with the terms of the Negotiated Agreement and the Union must be given an opportunity to be present during any discussion of the grievance between an employee of the unit and the Employer's representative.

**c. Prohibited Reprisal**

Employees and their representatives shall be unimpeded and free from restraint, coercion, discrimination or reprisal when exercising the right to file a grievance.

**d. Limit on Number of Representatives.**

In all cases, not more than one Union officer or steward will be allowed to represent an employee or group of employees during the pursuit of a grievance or complaint at any step of this procedure.

**e. Conflict of Interest.**

If two or more employees request representation in pursuing substantially identical grievances concerning the failure to receive proper consideration for a position and one of the grievants is also a Union officer or steward, he will not be allowed to serve as the representative of the other grievants during the pursuit of the grievance. This does not preclude the officer/steward from representing himself in the filing of an individual employee grievance.

**Section 11. Class Grievances.**

If two or more employees request representation in pursuing substantially identical grievances under this procedure, the Union will select one grievance for processing. A list of the other grievants will be provided with the initiation of the Step One grievance. The decision made on the grievance selected for processing will be equally applicable to all of the grievants. Official time will only be provided for one grievant and one representative in pursuing a grievance.

**Section 12. Format for Written Grievances and Decisions.**

To assure that sufficient information is provided to the Union, employees and the Employer when utilizing the Grievance Procedure outlined herein, forms developed by the Parties and provided by the Employer will be utilized when submitting a written grievance or a written grievance decision. (See Appendices A through D.) These forms may be modified upon mutual consent of the Parties without reopening this Agreement. Employee grievance forms may be obtained from supervisors, the Civilian Personnel Office, Union stewards and officers.

**Section 13. Employee Grievance Procedure**

a. This procedure is designed to facilitate the prompt and equitable settlement of employee grievances. To enhance the principle of grievance resolution, the full scope of issues of concern to the employee will be clearly formulated and presented in writing at Step One of this procedure and will not be expanded as the grievance progresses through the procedure.

b. When presenting a grievance under this procedure, the aggrieved will initiate the grievance at Step One unless the Parties mutually agree to initiate the grievance at a higher step or other provisions of this Agreement dictate otherwise.

**c. Step One.**

(1) The employee and representative, if any, will submit a written grievance to the employee's immediate supervisor, or designee, within ten (10) workdays of the date the employee could have reasonably become aware of the incident or decision giving rise to the grievance. Representation, if desired will be provided by the designated area steward.

(2) The written grievance will be submitted on the form shown at Appendix A of this Article and will contain the employee's name, position, organization, a detailed description of the matter being grieved, the relief sought, identification of representative, the employee's signature and date.

(3) Within five (5) workdays after receipt of the written grievance, the Step One Deciding Official will meet with the grievant and representative, if any. A representative of the Management Employee Relations Division may also be in attendance if either Party so desires.

(4) Within five (5) workdays after the meeting, the Step One Deciding Official will issue a written decision. The written decision will be prepared on the form shown at Appendix B of this Article. Two copies of the decision will be provided the grievant, one of which may be given to the grievant's representative.

d. Step Two.

(1) If the grievance is not resolved at Step One, the grievant will submit a written notice of failure to resolve the grievance on the form shown at Appendix C of this Article to the Civilian Personnel Office, Management Employee Relations Division within five (5) workdays after receipt of the Step One decision.

(2) The Civilian Personnel Office, Management Employee Relations Division will forward the written notice along with the grievance, and written decision (grievance package) to the appropriate Deciding Official within two (2) workdays.

(3) Within five (5) workdays after receipt of the grievance package, the Step Two Deciding Official will meet with the grievant and representative, if any. A representative of the Management Employee Relations Division may also be in attendance if either Party so desires.

(4) Within five (5) workdays after the meeting a written decision will be issued. The decision will be prepared on the form shown at Appendix B of this Article. Two copies of the decision will be provided the grievant, one of which may be given to the grievant's representative.

e. Step Three.

(1) If the grievance is not resolved at Step Two, the grievant will submit a written notice of failure to resolve the grievance on the form shown at Appendix C of this Article to the Civilian Personnel Office, ATTN: Labor Relations within five (5) workdays after receipt of the Step Two decision.

(2) A Step Three Deciding Official will review the grievance package and obtain any facts relevant to the grievance which may include meeting with the aggrieved and representative and issue a written decision within ten (10) workdays. However, if a meeting is required the written decision will be issued within fifteen (15) workdays.

Section 14. Union Grievance Procedure.

A Union grievance shall be submitted in writing and shall provide the same specificity of information required of an Employee grievance. The Union grievance will be filed by the Union President, or designee, within ten (10) workdays of the date he became aware of the incident or decision giving rise to the grievance. The grievance should be forwarded to the Civilian Personnel Office, ATTN: Labor Relations. The appropriate Commander, or designee, will meet with the Union President, or designee, within ten (10) workdays of receipt of the written grievance to discuss the grievance. The Union President, or designee, will be provided a written decision within ten (10) workdays after the meeting.

Section 15. Employer Grievance Procedure.

An Employer grievance shall be submitted in writing by the appropriate Commander, or designee, to the Union President within ten (10) workdays of the date he or she became aware of the incident or decision giving rise to the grievance. The Union President, or designee, will meet with the appropriate Commander, or designee, within ten (10) workdays of receipt of the written grievance to discuss the grievance. The appropriate Commander, or designee, will be provided a written decision within ten (10) workdays after the meeting.

**Section 16. Exceptions.**

a. The Parties agree that employees desiring to file grievances and employed in organizations where the organizational makeup may fail to produce three layers of intervening supervision (e.g., USAISC-Fort Polk, DENTAC) will utilize the procedure outlined in Section 13 with the exception of Step Two. Accordingly, the Grievance Procedure will consist of Steps One and Three.

b. Grievances contesting the propriety of disciplinary action (e.g., reprimands, suspensions for 14 days or less) will be initiated at Step Two. The grievance must be submitted to the Civilian Personnel Office, Management Employee Relations Division.

c. Grievances contesting the propriety of adverse actions and actions based on unacceptable performance (e.g., removal, suspension for more than 14 days, reduction in grade or pay) will be initiated at Step Three. The grievance must be submitted to the Civilian Personnel Office, ATTN: Labor Relations.

d. The Parties further agree that employees desiring to file grievances regarding failure to receive proper consideration for a promotion will utilize the procedure outlined in Section 13. However, the Chief of Recruitment and Placement Division, or designee, will serve as the Deciding Official at Step Two.

**Section 17. Failure to Achieve Resolution**

In the event satisfactory resolution of the grievance is not achieved through the proceedings outlined in Sections 13, 14 or 15 of this Article, the Union or the Employer may, within ten (10) workdays of the final written decision serve notice to the other to have the grievance settled by Grievance-Mediation and/or Arbitration through the procedures contained in Articles XXXVII or XXXVIII. The right of employees to present their own grievances does not extend to invoking the Grievance-Mediation or Arbitration procedures outlined in this Agreement.

**Section 18. Grievance Resolution.**

If a satisfactory settlement is reached at any Step under Sections 13, 14 or 15 of this Article, the Union or employee initiating the grievance will sign the statement shown at Appendix D of this Article indicating that the grievance has been

resolved satisfactorily. The agreed upon settlement is binding on all Parties providing it does not conflict with applicable laws, regulations and provisions of this Agreement. This does not require completion of the Grievance Resolution Form if satisfactory settlement was not reached or the grievant has elected not to pursue the matter further.

**Section 19. Time Limits.**

**a. Extensions.**

In processing a grievance the time limits will be strictly observed by all Parties. However, upon mutual agreement an extension in the time limits may be granted in unusual circumstances. Such a request will be initiated in writing by either Party and will be acknowledged in writing by all concerned.

**b. Employee Grievances**

Failure by the aggrieved or the Union, on behalf of the aggrieved, to present his grievance within the time limits at any step in this Article will render the grievance not timely and result in the termination of the grievance. The grievance will be returned without action. Further, failure of the Employer to respond to a grievance within the time limits at any step in this Article entitles the aggrieved or the Union, on behalf of the aggrieved, to advance the grievance to the next step.

**c. Union/Employer Grievances.**

Failure by the Union or the Employer to present a grievance within the required time limits will result in termination of the grievance.

**Section 20. Termination of Grievance.**

A grievance under the negotiated Grievance Procedure will be terminated and returned without action under the following conditions:

- a. when the grievant requests it in writing;
- b. when the matter grieved is not covered by the scope of the procedure;
- c. when the grievance has been untimely submitted;

d. when the relief sought has been granted;

e. when an employee grievance has not been signed by the grievant; or

f. when the employee is no longer employed in the bargaining unit, unless the grievance involves a removal action under Articles XL or XLI, Disciplinary Actions or Adverse Actions and Actions Based on Unacceptable Performance or involves a question of pay.

**Article XXXVI - Appendix A**

**Employee Grievance**

\_\_\_\_\_  
Grievant's Name

\_\_\_\_\_  
Job Title and Grade

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Supervisor (Applicable Deciding Official

\_\_\_\_\_  
Organization

1. This constitutes an Employee Grievance pursuant to Article XXXVI of the Negotiated Agreement.

2. I became aware of the incident or decision giving rise to the grievance on \_\_\_\_\_

3. The specific nature of my grievance including (a) the names of other members of the class (if appropriate), (b) what happened to cause the grievance, (c) when, (d) where, (e) who acted, (f) who made the Employer decision and (g) the provisions of the Agreement or regulation violated is as follows:

4 In summary, I am grieving

5. Finally, as personal relief I am requesting

6. I have elected to be or not to be represented by the NAGE  
Local R5-168 Steward, \_\_\_\_\_  
(Steward's Name)

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
To Be Completed By the Deciding Official

This Employee Grievance was received by \_\_\_\_\_  
(Name)  
on \_\_\_\_\_ at \_\_\_\_\_ hours.  
(Date) (Time)

\_\_\_\_\_  
Signature

**Article XXXVI - Appendix B**  
**Grievance Decision**

1. TO (Grievant \_\_\_\_\_)
2. FROM (Deciding Official \_\_\_\_\_)
3. Date Grievance Received \_\_\_\_\_
4. Grievance Decision

\_\_\_\_\_  
**Deciding Official**  
\_\_\_\_\_  
**Date**

**Article XXXVI - Appendix C**  
**Failure to Resolve Employee Grievance**

\_\_\_\_\_  
Grievant's Name

\_\_\_\_\_  
Job Title and Grade

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

This is to advise that the grievance decision received on \_\_\_\_\_  
(date) at Step \_\_\_\_\_ has not resolved my grievance  
submitted on \_\_\_\_\_ The specific issues surfaced at  
(date)  
Step One which have not been resolved are:



**Article XXXVI - Appendix D**

**Grievance Resolution**

This is to certify that the Employee/Union/Employer grievance submitted on \_\_\_\_\_ has been resolved to the satisfaction of the aggrieved party.

\_\_\_\_\_  
**Aggrieved Party**

\_\_\_\_\_  
**Date**

## Article XXXVII

### Grievance-Mediation Procedure

#### Section 1

If the Employer and the Union fail to settle a grievance processed under the negotiated Grievance Procedure, either Party may within ten (10) workdays after receipt of the final decision notify the other Party of its intent to invoke the provisions of this Article. The Parties agree that the procedure outlined below will be invoked regarding only those grievances which will be pursued to arbitration.

#### Section 2.

The Parties agree that the primary purpose of this Grievance-Mediation Procedure is to provide a prompt and economical method for the resolution of unresolved grievances. The Employer and the Union further agree to take positive action toward fulfillment of this purpose. To this end the following guidelines will apply.

a. A third party grievance-mediator will be appointed as an impartial hearing officer and will be responsible for insuring the conduct of a fair and impartial hearing.

b. The grievance-mediator's fee and expenses of Grievance-Mediation will be borne equally by the Parties.

c. The Parties shall meet for the purpose of conducting an abbreviated hearing before the hearing officer within ten (10) workdays after the confirmation of appointment.

d. The hearing will be conducted on the Employer's premises during normal duty hours. The aggrieved and witnesses approved by the hearing officer, who are otherwise in a duty status, shall be excused from duty to participate in the hearing without loss of pay or charge to leave.

e. Normally, not more than four (4) hours will be allotted for the conduct of the hearing. Each Party will be permitted to make opening and closing statements and to examine and cross-examine witnesses. The hearing officer may waive the time limits if, in his opinion, additional time is required to ensure the

presentation of all relevant testimony or data. However, it shall be the responsibility of the Parties to thoroughly prepare their case for prompt presentation thereby accomplishing the expeditious processing of these hearings.

f. The hearing shall be informal with no formal rules of evidence. Additionally, no record of the proceedings will be made nor will either Party be permitted to file briefs.

g. Either Party may request the hearing officer to issue an opinion at the hearing, but in any event, his opinion will be rendered within forty-eight (48) hours after conclusion of the hearing.

h. The hearing officer's opinion as to how the grievance would be decided if it was arbitrated, will be an advisory opinion only and delivered orally.

### Section 3.

If after receipt of the hearing officer's opinion the grievance remains unresolved, either Party may notify the other of its intent to invoke the provisions of Article XXXVIII, Arbitration.

## Article XXXVIII

### Arbitration

#### Section 1. General.

When the Employer and the Union fail to settle a grievance processed under the negotiated Grievance or Grievance-Mediation Procedures, either Party may, within ten (10) workdays after receipt of the final decision, notify the other Party of its intent to invoke arbitration.

#### Section 2. Arbitrability.

Disputes as to whether a matter is arbitrable under the provisions of this Agreement, if not resolved by the Parties, may be referred to arbitration as provided in this Agreement. However, if the specific relief requested has been granted, the issue regarding the grievance is not arbitrable.

**Section 3. Request for Panel of Arbitrators.**

Within ten (10) workdays after receipt of a notice of intent to arbitrate, the Parties shall jointly submit a request for a list of at least seven (7) impartial persons qualified to act as arbitrators to the Federal Mediation and Conciliation Service (FMCS).

**Section 4. Selection Procedures/Issue Framing/Fact Stipulation.**

Within ten (10) workdays after receipt of the list of arbitrators, the Parties shall meet for the purpose of (a) selecting an arbitrator; (b) framing the issue(s); and (c) stipulating the facts.

**Section 5. Selection Procedure.**

If the Parties are unable to agree upon one of the listed arbitrators, the Employer and the Union will each strike one (1) arbitrator's name from the list and repeat this procedure until only one (1) name is left, who shall be the duly selected arbitrator. The method for determining who strikes first shall be by a coin toss. If for any reason either Party refuses to participate in the selection of an arbitrator and all requirements for arbitration in the Agreement are satisfied, the participating Party shall be empowered to make a direct designation of an arbitrator.

**Section 6. Issue Framing.**

If agreement can be reached, the issue(s) to be arbitrated, the Articles and Sections of the Agreement, regulations or statutes alleged to have been violated, a copy of the Agreement, the written grievance and failure to resolve employee grievance from each step, and the written decision from each step will be forwarded to the arbitrator upon the confirmation of his appointment. The Employer is responsible for forwarding the agreed to information to the arbitrator. If the Parties do not agree, either Party may forward a separate brief to the arbitrator upon the confirmation of his appointment. In this case, the arbitrator will then determine the issue(s) to be arbitrated. Further, upon the filing of a brief each Party is responsible for simultaneously serving a copy upon the other.

**Section 7. Fact Stipulation.**

Additionally, facts which can be mutually agreed to will be stipulated by the Parties and forwarded to the arbitrator along with the above information.

**Section 8. Pre-hearing Conference.**

a. Not later than one (1) workday prior to the conduct of an arbitration hearing, the Parties shall conduct a pre-hearing conference.

b. During the pre-hearing conference the Parties will:

(1) attempt to agree on the issue(s) to be arbitrated if agreement has not been otherwise reached;

(2) attempt to enter into joint stipulations regarding matters of fact if agreement has not been otherwise reached; and

3 exchange and mark joint exhibits.

**Section 9. Scope of Arbitrator's Authority.**

The arbitrator is empowered to rule on the interpretation and application of this Agreement. However, with regard to the interpretation of regulations, the arbitrator will give substantial weight to the interpretation of the proponent of the regulation. The arbitrator shall have no power to add to or subtract from, disregard or modify any of the terms of this Agreement and the award must be consistent with all pertinent laws and regulations of higher authority (including pertinent decisions of appropriate authorities). The arbitrator shall have no authority to substitute his judgement for that of the Employer and shall be limited to deciding whether the facts established by the Parties justify the action of the Employer as being within the reasonable exercise of the Employer's discretion. The arbitrator will render his decision on each case based upon its merit.

**Section 10. Costs.**

The arbitrator's fee, expenses of arbitration including stenographic assistance, cost of transcript, cost of arbitrator's travel expenses and per diem shall be borne equally by the Employer and the Union.

**Section 11. Hearing Site.**

The arbitration hearing will be held in facilities made available by the Employer during the regular day shift hours (0800-1630) Monday through Friday insofar as it is practicable.

**Section 12. Duty Status.**

The aggrieved and witnesses approved by the arbitrator, who are otherwise in a duty status, shall be excused from duty to participate in the arbitration hearing without loss of pay or charge to leave.

**Section 13. Timeliness of Decision.**

Unless the parties and the arbitrator agree to another time limit, the arbitrator will be requested by the parties to render an award as quickly as possible, but no later than thirty (30) calendar days after the conclusion of the hearing.

**Section 14. Exceptions.**

The arbitrator's decision will be binding on the Parties. However, either Party may file exceptions to the arbitrator's award in accordance with applicable regulations. When an exception is filed, implementation of the arbitrator's award is stayed until such time as a decision is rendered.

**Section 15. Withdrawal of Request for Arbitration.**

The Party initiating a request for arbitration may request withdrawal of the request at any time. Similarly, an aggrieved employee who withdraws his grievance also results in the withdrawal of a request for arbitration. Such action by the Parties or the aggrieved is binding on all Parties and, therefore, should be done prior to the selection of an arbitrator. In such cases, the decision rendered by the Deciding Official shall be accepted as final unless it has been subsequently modified and transmitted to the aggrieved. The Party electing to withdraw a request for arbitration will be solely responsible for the payment of any fees which may be assessed by an arbitrator.

**Section 16. Ex Parte Communications.**

All communications directed to the arbitrator must be in writing. A copy of any such communication will be simultaneously served on the other Party. The arbitrator will not accept or initiate ex parte communications concerning the merits of the case with either Party.

**Article XXXIX**

**Day Care Center**

**Section 1. General**

Employees in the unit may be permitted to use the Fort Polk Child Development Center on a space available basis.

**Section 2. Priorities for Use.**

Established priorities for use of the Fort Polk Child Development Center are: active duty and retired military personnel and their families; members of reserve components on continuous active duty or active duty for training and their families; widows, widowers and other next of kin of military personnel who were on active duty or retired at the time of death; next of kin to prisoner of war or missing in action personnel; and DOD civilian personnel employed on the installation.

**Section 3. Costs.**

Employees will be responsible for costs involved as prescribed by applicable regulations.



**Article XL**

**Disciplinary Actions**

**Section 1. General.**

It is agreed that the broad objective of discipline is to motivate employees to conform to acceptable standards of conduct and to prevent prohibited activities.

**Section 2. Maintenance of Discipline.**

It is further agreed that the most effective means of maintaining discipline is through the promotion of cooperation of sustained good working relationships, and of the self-discipline and responsible performance expected of mature employees.

**Section 3. Basis for Disciplinary Action.**

In those cases where disciplinary action becomes necessary, it will be taken for just cause.

**Section 4. Informal Disciplinary Actions.**

Informal disciplinary actions consist of oral admonitions and warnings.

**Section 5. Formal Disciplinary Actions.**

Formal disciplinary actions are written reprimands, suspensions, involuntary reductions in grade and removals

**Section 6. Procedures.**

Disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein, unless specifically abridged by the terms of this Agreement.

**Section 7. Timeliness of Discipline.**

Disciplinary actions will be accomplished on a timely basis.

**Section 8. Representation.**

Following notification of a proposed disciplinary action, an employee may be represented by a person of choice. However, if a grievance is filed under the terms of this Agreement over the propriety of a disciplinary action, the employee may only be represented by himself or the Union.

**Section 9. Copies of Proposed Disciplinary Actions**

An extra copy of the notice of proposed disciplinary action and the notice of decision will be furnished the employee which may be given to the employee's representative.

**Section 10. Grievances.**

Grievances contesting the propriety of a formal disciplinary action may be filed by the affected employee not later than ten (10) workdays after the effective date of the action. Grievances regarding reprimands and suspensions for fourteen (14) days or less will normally be initiated at Step Two of the Grievance Procedure unless there are no officials organizationally situated between the Step Three Deciding Official and the official that signed the notice of decision. In that case, the grievance will be initiated at Step Three. Grievances regarding removals or suspensions of more than fourteen (14) days will be initiated at Step Three.

**Section 11. Procedural Errors.**

Disciplinary actions may be set aside on the basis of a procedural error only upon a showing that a "harmful error" was committed in the application of the disciplinary procedure. A "harmful error" is defined as an error, that, if absent or cured, might have caused the Employer to reach a conclusion different than the one reached.

**Article XLI**

**Adverse Actions and Actions Based on Unacceptable Performance**

**Section 1. Definitions.**

**a. Adverse Actions.**

Adverse actions are defined as actions of removal, suspension for more than fourteen (14) days, reduction in grade or pay or furlough for thirty (30) days or less as identified in Section 7512 of Public Law 95-454.

**b. Unacceptable Performance Actions**

Unacceptable performance actions are actions of removal and reduction in grade for unacceptable performance processed pursuant to Section 4303 of Public Law 95-454.

**Section 2. Notice of Proposed Action.**

**a. Adverse Actions.**

Except where circumstances dictate otherwise, employees will be provided a thirty (30) day advance written notice of a proposed adverse action. The notice will specify the reason(s) for the proposed action.

**b. Unacceptable Performance Actions.**

Employees will be provided a thirty (30) day advance written notice of a reduction in grade or removal. The notice will specify the instances of unacceptable performance.

**Section 3. Employee Right.**

An employee may either appeal an adverse action or unacceptable performance action through the negotiated Grievance Procedure or use the statutory procedure. When an employee elects to utilize the Grievance Procedure set forth in this Agreement, the grievance must be initiated at Step Three within ten (10) workdays of the effective date of the action. The option is exercised when the grievance is filed in writing. The employee may not use both procedures.

**Section 4. Representation.**

When pursuing a matter under the statutory appeal procedure, an employee may be represented by a representative of choice. However, when pursuing a matter under the terms of the Grievance Procedure outlined in this Agreement, the employee may only be represented by himself or the Union.

**Article XLII**

**Performance Appraisal**

**Section 1. General.**

a. The provisions of this Article apply to bargaining unit employees occupying bargaining unit positions.

b. In accordance with applicable laws and regulations, critical and non-critical elements will be identified and performance standards established for each bargaining unit position prior to the beginning of the rating period and as changes to the position or other needs occur.

**Section 2. Performance Plans.**

For the purpose of this Agreement, a performance plan is defined as the written record of an employee's critical and non-critical elements and performance standards.

**Section 3. Development of Performance Plans.**

The Employer will develop a performance plan for each bargaining unit employee assigned to a bargaining unit position for 120 calendar days or more.

**Section 4. Employee Participation.**

Employees are encouraged to participate in the development of performance plans. However, final decisions will be made by the Employer. Employees will be given a copy of their performance plan.

**Section 5. Appraisal of Performance.**

The Employer agrees that the performance appraisal of each employee will be fairly and objectively made in comparison to the performance standards for the position. Employees will be apprised of their overall performance in relation to their established performance standards on an as needed basis.

**Section 6. Employee Record Card.**

Comments regarding employee performance may be documented on the Employee Record Card. An employee will be afforded the opportunity to review comments regarding performance entered on the Employee Record Card. Additionally, employees may provide comments on the appraisal of their performance in the Employee Comments portion of the Employee Performance Appraisal Form.

**Section 7. Employee Performance Rating.**

At the end of the rating period, the employee will be provided a written performance appraisal. The appraisal will be discussed with the employee and the employee's signature on the Employee Appraisal Form indicates only that the discussion has taken place and that the employee is aware of the rating level assigned.

**Section 8. Grievances.**

Employees who are dissatisfied with their performance appraisal, may file a grievance under the negotiated Grievance Procedure. A grievance may not be filed concerning the identification of critical and non-critical elements, the establishment and content of performance standards, or the determination of definitions of summary rating levels. This does not preclude grievances over the application of performance standards.

**Section 9. Employee Performance Assistance.**

The Employer should attempt through counseling, increased supervisory assistance, or on the job training to improve an employee's performance whenever it is less than fully successful.

**Article XLIII**

**Environmental Differential Pay**

**Section 1. Environmental Differential Categories.**

Local situations for which environmental differentials are authorized are reflected at Appendix A of this Article.

**Section 2. Discontinuance of Payment of Environmental Differential.**

The Parties recognize that the Employer has an affirmative obligation to take action to eliminate or practically eliminate conditions warranting payment of environmental differential. Consequently, the Parties agree that there is no obligation to bargain on the discontinuance of the payment of environmental differential. However, the Parties agree that the Union will be

given advance notice of the discontinuance and the reasons therefor. The Parties further agree that consideration will be given to the Union's views regarding the discontinuance of the payment of environmental differential.

**Section 3. Additional Local Situations Warranting Environmental Differential.**

When the Union believes that a bargaining unit work situation warrants the payment of environmental differential, it will notify the Employer. The notice will be forwarded through the applicable supervisory chain to the Civilian Personnel Office. The notice will (1) identify the specific job(s) affected; (2) location; (3) describe the potential health hazard or environmental condition; (4) describe the available safety equipment and protective clothing; and (5) provide justification supporting the belief that there is an entitlement to environmental differential. Upon receipt, the request will be processed. The Union will be advised of the Employer's decision. In this regard, the Employer's decision is binding unless revised pursuant to Article L, Duration and Review, Section 4.

Article XLIII

Appendix A

Local Situations for Which Environmental Differentials are Authorized

<u>Job Identification</u>	<u>Location</u>	<u>Nature of Duties</u>	<u>Payment</u>
Warehouseman	Ammunition Supply Point	Working with or in the close proximity to operations involved in testing; inspection, renovation, maintenance and disposition of ammunition and chemical type explosives and all operations involving fire-fighting in ammunition storage areas.	Under Part II, Appendix J, Para 3, Explosives and Incendiary Material
Warehouseman-Forklift Operator	High Hazard Area		
Ammunition Inspector and Classifier			
Laborer			
Motor Vehicle Operator			
Warehouseman	Low Hazard Area	Performing duties, or working in close proximity to operations involving loading, unloading, storing and hauling of explosives and incendiary ordnance material.	Under Part II, Appendix J, Para 3, Explosives and Incendiary Material
Warehouseman-Forklift Operator			
Ammunition Inspector and Classifier			
Laborer			
Motor Vehicle Operator			
Carpenter Leader	Low Hazard Area	Performing real property maintenance duties in close proximity to operations involving loading, unloading, storing and hauling of explosives and incendiary ordnance material.	Under Part II, Appendix J, Para 3, Explosives and Incendiary Material
Carpenter			
Mason			
Cement Finisher			
Sign Painter			
Sheet Metal Mechanic			
Welder			
Maintenance Mechanic			

Engineering Equipment Operator Motor Vehicle Operator	Artillery Ranges High Degree Hazard	Operations involving regrading, cleaning of artillery ranges	Under Part II, Appendix J, Para 2, Explosives and Incendiary Material
Engineering Equipment Operator	No Specific Location High Degree Hazard	Fighting forest and range fires on the fire line.	Under Part II, Appendix J, Para 10, Firefighting
	Low Degree Hazard	All other fire-fighting	Under Part II, Appendix J, Para 10, Firefighting
Electrician Painter Telephone Mechanic Wire Communications Cable Splicer Electronics Mechanic	No Specific Location	Working on any structure at least 100 feet above the ground.	Under Part I, Appendix J, Para 2a, High Work
Electrician (High Voltage) Electronics Mechanic Telephone Mechanic Wire Communications Cable Splicer	No Specific Location	Working at heights less than 100 feet under adverse conditions.	Under Part I, Appendix J, Para 2b, High Work
Electrician (High Voltage) Telephone Mechanic Wire Communications Cable Splicer Electronics Mechanic	No Specific Location	Working at heights of 100 feet or more above the ground under adverse conditions.	Under Part I, Appendix J, Para 15, Work at Extreme Heights

Electrician (High Voltage) No Specific Location

Working on energized electrical lines, rated at 4,160 volts or more which are suspended from utility poles or towers under adverse conditions.

Under Part I, Appendix J, Para 17, High Voltage Electrical Energy

Electronics Integrated Systems Mechanics

Aviation

Participating in Test Flights of repaired planes when the repair may affect the flight characteristics of the plane.

Under Part I, Appendix J, Para 1a, Flying

Pest Controller

No Specific Location  
Low Hazard Area

Performing pest control work in various locations.

Under Part II, Appendix J, Para 5, Poisons

## Article XLIV

### Details and Temporary Promotions

#### Section 1. Applicability.

The provisions of this Article do not apply to positions outside of the bargaining unit.

#### Section 2. Definition.

A detail is the temporary assignment of an employee to a different position or set of duties for a specified period with the employee returned to his regular duties at the end of the detail.

#### Section 3. Selection.

Selection for details will be based on the needs of the Employer and the abilities of employees.

#### Section 4. Documentation.

Details of thirty (30) calendar days or more will be recorded.

#### Section 5. Distribution.

Details will be distributed on an equitable basis.

#### Section 6. Employee Notification.

Employees will be informed of the reason for the detail, the duties to be performed and estimated duration.

#### Section 7. Temporary Promotions.

When all requirements for promotion are met and an employee is assigned to a higher graded position for more than 60 consecutive calendar days, a temporary promotion will be effected.

#### Section 8. Requirement for Competition.

Temporary promotions in excess of 120 calendar days will be accomplished competitively.

## Article XLV

### Assignment of Work

#### Section 1. General

The Employer retains the right to assign work and to determine the personnel by which its operations shall be conducted as provided for by Statute.

#### Section 2. Employee Responsibility.

Employees are expected to perform assigned duties to the best of their ability.

#### Section 3. Self Help Prohibition.

If an employee has a disagreement concerning a work assignment, it is agreed that the employee should carry out the disputed work assignment before resorting to the negotiated Grievance Procedure. This provision does not restrict an employee's rights when safety issues are involved.

## Article XLVI

### Personnel Records

#### Section 1. General

An Official Personnel Folder as prescribed by the Office of Personnel Management and the Department of the Army will be maintained for each employee.

#### Section 2. Employee Access.

Employees may schedule appointments with the Civilian Personnel Office, Technical Services Division to review their Official Personnel Folders. Additionally, an officer or steward, designated in writing, may accompany an employee or schedule an appointment to review an employee's Official Personnel Folder.

#### Section 3. Copies of Personnel Documents.

An initial copy of Notifications of Personnel Action, job descriptions, health and life insurance election forms, FERS

Election of Coverage Part II, Thrift Savings Plan election forms, designations of beneficiary, performance appraisals, and specific reduction in force notices will be provided to employees at no cost in accordance with applicable regulations. At any time thereafter, employees desiring a copy of a document(s) contained in the Official Personnel Folder (SF 66) shall submit a written request to the Civilian Personnel Office, Technical Services Division. Documents requested will be provided at the cost of ten (10) cents per page.

**Section 4. Distribution of Personnel Documents**

Distribution of employee copies will be made at the same time that documents are filed in the Official Personnel Folder.

**Section 5. Documents for Inclusion in the Official Personnel Folder.**

An employee may submit documents for inclusion in his Official Personnel Folder to the Civilian Personnel Office; however, the Civilian Personnel Office will be responsible for determining the appropriateness of filing the document in the Official Personnel Folder as prescribed by applicable regulations.

**Article XLVII**

**Orientation for New Employees**

**Section 1. Opportunity to be Represented.**

The Union will be afforded the opportunity to be represented at new employee orientation sessions conducted by the Civilian Personnel Office.

**Section 2. Role of the Representative.**

The Union's representative will be permitted the opportunity to (1) advise bargaining unit employees of its existence; (2) describe the bargaining unit it represents; (3) provide the telephone number at the Union Hall; and (4) distribute copies of the Agreement to bargaining unit employees.

**Section 3. Designation of Representative.**

Within ten (10) calendar days after the signing of this Agreement the Union will advise the Civilian Personnel Officer of the name of the person designated to serve as its representative at new employee orientations. The Union may change its designee upon written notification to the Civilian Personnel Officer.

**Article XLVIII**

**General Provisions**

**Section 1. Reorganizations.**

The Union will be notified of pending reorganizations.

**Section 2. Within Grade Increases.**

Within grade increases will be granted or denied in accordance with applicable regulations.

**Section 3. Access to Regulations**

Union officers/stewards, upon request, will be granted access to unclassified Fort Polk regulations necessary to assist them in carrying out their representational tasks.

**Article XLIX**

**Adverse Weather**

**Section 1. General.**

Administrative leave during adverse weather conditions will be granted in accordance with applicable regulations.

**Section 2. Administrative Leave.**

It is further agreed that when the Employer determines that adverse weather conditions may interfere with normal transportation to work and the installation is not closed, employees who are late in reporting to work may be granted

administrative leave not to exceed two (2) hours. Each case will be determined individually based on such factors as distance to travel to work and road conditions.

## **Article L**

### **Duration and Agreement**

#### **Section 1. Effective Date.**

This Agreement and any amendments or supplements thereto shall become effective from the date of approval by the major command.

#### **Section 2. Approval.**

The major command shall review and approve the Agreement and any amendments or supplements thereto within thirty (30) calendar days of the execution by the Parties if the Agreement is in accordance with the provisions of law, rule or regulation. Should the review reveal any violation, that specific portion of the Agreement shall be disapproved. The major command will notify the Union of the violation and the Parties will take whatever action is appropriate.

#### **Section 3. Duration and Reopening.**

The basic Agreement will be effective for a period of three (3) years from the date of approval. Either Party may give written notice to the other not more than 105 days nor less than 60 days prior to the anniversary date of the Agreement of its intent to renegotiate. If neither Party serves timely notice, the Agreement shall be automatically renewed for an additional period of two (2) years.

#### **Section 4. Amendments.**

Amendments and supplements to this Agreement may be negotiated at any time after six (6) months from the date of approval by mutual consent of the Parties or when such revisions are required by changes in applicable laws or the regulations of appropriate authorities.

**Section 5. Laws and Regulations.**

Changes in laws or regulations of appropriate authorities which invalidate Articles or Sections of this Agreement will not have the effect of nullifying the total Agreement. Action to bring the affected portions in compliance will be taken.

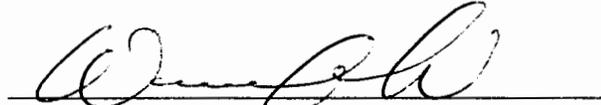
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 18 day of February, 1992.

FOR THE UNION:

FOR THE EMPLOYER:



ROBERT E. LOVE  
President  
NAGE Local R5-168



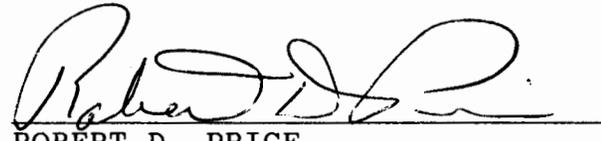
WILLIAM W. CROUCH  
Major General, USA  
Commanding



KENNETH L. FARMER, JR.  
Colonel, MC  
Commander, USA MEDDAC, Fort Polk

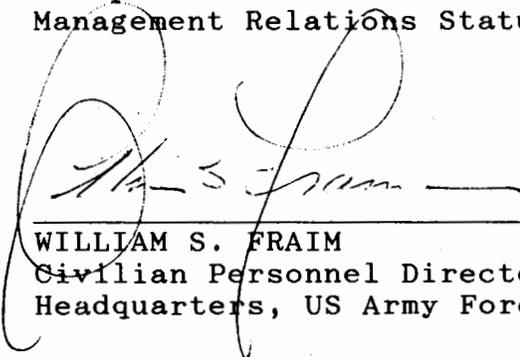


TIMOTHY A. INGRAM III  
Colonel, DC  
Commander, USA DENTAC, Fort Polk



ROBERT D. PRICE  
Director, USAISC, Fort Polk

This Agreement has been reviewed and approved in accordance with the provisions of 5 USC 7114(c) of the Federal Service Labor Management Relations Statute.



WILLIAM S. FRAIM  
Civilian Personnel Director  
Headquarters, US Army Forces Command

DATE 12 March 1992