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

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

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

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

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

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

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

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

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

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

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

ARTICLE 26

Special Tools and Clothing

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

ARTICLE 27

Travel

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

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

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

ARTICLE 28

Employee Utilization

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

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

ARTICLE 29

Committee Assignments

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

ARTICLE 30

Beneficial Suggestions

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

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

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

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

ARTICLE 31

Facilities and Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 32

Publicizing the Agreement

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

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

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

ARTICLE 33

Employee-Union Cooperation

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

ARTICLE 34

Grievance Procedure

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

Section 34.2. Grievance means any complaint -

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

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

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

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

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

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

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

(2) retirement, life insurance or health insurance;

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

(4) any examination, certification or appointment;

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

(6) Withholding of a within-grade increase.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The written statement of grievance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) A statement of the grievance

(2) Date of occurrence or awareness of occurrence

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

(4) Statement of corrective action sought.

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

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

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

ARTICLE 35

Arbitration

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

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

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

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

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

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

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

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

ARTICLE 36

Witnesses at Hearings

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

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

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

ARTICLE 37

Reassignments

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

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

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

ARTICLE 38

Effective Date, Duration and Changes to Agreement

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

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

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

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

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

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

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

ARTICLE 39

Use of Official Time For Other Than Regularly Assigned Duties

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

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

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

ARTICLE 40

Informal Settlement of Unfair Labor Practice Charges

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Local 1909, American Federation of Government Employees

LEROY RILEY
President, Local 1909

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and Fort Jackson
Fort Jackson, South Carolina

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