

TABLE OF CONTENTS

	<u>ARTICLE</u>	<u>PAGE</u>
ANNUAL LEAVE	34	37
ARBITRATION	16	20
CHANGES IN WORKING CONDITIONS	49	51
CHILD CARE CENTER	46	50
CIVILIAN COUNSELING REFERRAL SERVICE AND ALCOHOL AND DRUG ABUSE COUNSELING	43	46
COMMERCIAL ACTIVITIES	57	57
DEFINITIONS	69	67
DETAILS	24	31
DISCIPLINARY ACTIONS	17	21
DRESS CODE	33	36
DUES WITHHOLDING	54	55
DURATION AND TERMINATION	67	66
EMERGENCY PLANS	59	58
EMERGENCY RESCUE OR PROTECTIVE WORK	29	35
EMPLOYEE LIST	55	56
EMPLOYEE PERSONNEL FILE (ATZK-CP 7B)	53	54
EMPLOYEE RIGHTS	5	3
EMPLOYEES WITH DISABILITIES	62	63
ENVIRONMENTAL DIFFERENTIAL/ HAZARD PAY	21	27
EQUAL EMPLOYMENT OPPORTUNITY (EEO)	26	32
EXCHANGE FACILITIES	45	50
EXCUSED ABSENCES FOR CLIMATIC AND HAZARDOUS ROAD CONDITIONS	39	42
FAIR TREATMENT OF EMPLOYEES	6	5
FEDERAL EMPLOYEES' COMPENSATION	40	43
GRADE AND PAY RETENTION	28	35
GRIEVANCE PROCEDURES	15	18
HOURS OF WORK	9	6
INCENTIVE AWARDS	63	64
INCENTIVE AWARDS CEREMONIES	64	65
INFORMATIONAL PICKETING	51	53
LEAVE OF ABSENCE FOR UNION BUSINESS	11	16
LOCAL REGULATIONS, RULES, POLICIES, PRACTICES, AND PROCEDURES	2	2
MANAGEMENT RIGHTS	3	2
MATERNITY/PATERNITY ABSENCE	36	40
MERIT PROMOTION PROGRAM	61	62
MOBILIZATION CONDITIONS	58	58
MUTUAL SUPPORT OF EFFICIENT OPERATIONS	8	6
NEPOTISM AND FAVORITISM	7	5
NEW EMPLOYEE ORIENTATION	32	36

TABLE OF CONTENTS (Cont.)

	<u>ARTICLE</u>	<u>PAGE</u>
OCCUPATIONAL HEALTH SERVICE	41	44
PARKING	65	65
PERFORMANCE MANAGEMENT	60	58
POSITION CLASSIFICATION	20	27
POST CLEARANCE	31	36
PRINTING AND DISTRIBUTION	68	67
OF AGREEMENT		
PUBLICATIONS	19	26
RECOGNITION	1	1
REDUCTION IN FORCE	27	33
REPORT OF SURVEY	56	57
RETIREMENT	30	35
RIGHT OF ACCESS TO THE EMPLOYER'S	12	16
PREMISES		
SAFETY	44	46
SERVICE TO EMPLOYEES	38	41
SICK AND INJURED EMPLOYEES LIGHT	42	45
DUTY POLICY		
SICK LEAVE	35	38
SMOKING	18	25
SOLICITATION	47	50
SUPERVISORS PERFORMING BARGAINING	25	31
UNIT EMPLOYEES WORK		
TECHNOLOGICAL CHANGES	66	66
TIME ATTENDANCE REPORT	52	54
TRAINING AND DEVELOPMENT	22	30
UNION-MANAGEMENT LUNCHEON MEETING	50	53
UNION OFFICIALS' TOURS OF THE	13	16
U. S. ARMY ARMOR CENTER		
UNION REPRESENTATION AND THE USE	10	14
OF OFFICIAL TIME		
UNION REPRESENTATION ON COUNCILS,	48	51
COMMITTEES, AND PANELS		
UNION RIGHTS	4	3
USE OF OFFICIAL FACILITIES	14	17
VOTING LEAVE	37	41
WITHIN-GRADE INCREASE	23	31

NOTE: For the sake of brevity masculine pronouns have been used throughout this agreement. When used they apply to both genders unless only one applies.

ARTICLE 1

RECOGNITION

SECTION 1-1.

a. The employer recognizes the union as the exclusive representative for all employees in the bargaining unit. The bargaining units are described as follows:

(1) All General Schedule and Wage Grade non-professional employees of the following Department of the Army components located at Fort Knox: U.S. Army Armor Center, US Army Medical Department Activities, US Army Dental Activity, Veterinary Activity and HQ, US Army Recruiting Command including ASG.

(2) All professional employees of the U.S. Army Medical Department Activities, U.S. Army Armor Center Activities, and HQ, U.S. Army Recruiting Command.

b. As the exclusive representative, the union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit.

c. Management agrees that, in regard to the exclusive bargaining unit, it shall not enter into other agreements, understandings, or contracts with any other union.

SECTION 1-2. The following employees are excluded from the above described units and this agreement does not apply to:

- a. Any management official or supervisor.
- b. A confidential employee.
- c. An employee engaged in personnel work in other than a purely clerical capacity.
- d. Guards.
- e. Employees with temporary appointments.
- f. An employee engaged in administering the provisions of 5 USC, Chapter 71.
- g. Any employee engaged in intelligence, counterintelligence, investigative or security work which directly affects national security.
- h. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by

an agency whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

ARTICLE 2

LOCAL REGULATIONS, RULES, POLICIES, PRACTICES AND PROCEDURES

All current local regulations, rules, policies, practices, and procedures that pertain to conditions of employment of the bargaining unit employees not specifically addressed in this agreement shall remain in effect until superseded or rescinded. However, if any provision of the aforementioned publications, not now known to the union, surface in the future that is detrimental to the employees, as perceived by the union, the publication in which contained will be subject to immediate negotiation or rescission.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 3-1. Nothing in this agreement shall affect the authority of any management official under 5 USC 7106:

a. To determine the mission, budget, organization, number of employees and internal security practices of the employer; and

b. In accordance with applicable laws;

(1) To hire, assign, direct, lay off, and retain employees of the employer, or to suspend, remove, reduce-in-grade or pay, or take other disciplinary action against such employees.

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the employer operations shall be conducted.

(3) With respect to filling positions to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source.

(4) To take whatever actions may be necessary to carry out the employer's mission during emergencies.

SECTION 3-2. Nothing in this agreement shall preclude negotiating:

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

b. The procedures, unless otherwise addressed in this agreement, which management officials of the agency will observe in exercising any authority under this article.

c. Appropriate arrangements, unless otherwise addressed in this agreement, for any employee adversely affected by the exercise of any authority under this article.

ARTICLE 4

UNION RIGHTS

SECTION 4-1. The rights of the union shall be as exclusively provided by the provisions of 5 USC, Chapter 71, law, rule, regulation and this agreement. The following sections of this article shall be the procedure to implement.

SECTION 4-2. The union shall be given the opportunity to attend formal discussions between management and any employee concerning any grievance or any personnel policy or practice or any other matter affecting general conditions of employment.

SECTION 4-3. The union shall be given the opportunity to represent any employee at any examination held by the employer of any employee in connection with any 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 4-4. The union shall at any time have the right to present to the employer for consideration its views concerning grievances or any personnel policy, practice or any other matter affecting the general conditions of employment.

ARTICLE 5

EMPLOYEE RIGHTS

SECTION 5-1. Each employee in the bargaining unit has the right to join the union or to refrain from such activity, freely and without fear of penalty, reprisal or threat.

SECTION 5-2. Each employee in the bargaining unit has the right to act for the union in the capacity of a union representative,

when properly appointed by the union, or to refrain from such
3
activity, freely and without fear of penalty, reprisal or
threats.

SECTION 5-3. An employee is not required to become or remain a member of the union, or to pay money to the union, in order to be covered or represented by the union under this agreement.

SECTION 5-4. This agreement shall not preclude any employee from exercising his right to use the negotiated grievance procedure or file an appeal otherwise established by laws, rules, or regulations.

SECTION 5-5. In any action not covered by the negotiated grievance procedure, the employee may be represented by an attorney or any other representative of his own choosing, providing there is no conflict of interest with the exclusive representative.

SECTION 5-6. The employee's official personnel folder will not be made available to anyone for any purpose without written consent of the employee, except as provided for in the Privacy Act or the Freedom of Information Act.

SECTION 5-7. An employee shall not be subject to profane, vulgar or obscene language.

SECTION 5-8. No employee shall be subject to words or actions that tend to belittle his race, ancestry or them individually.

SECTION 5-9. No derogatory material of any nature which might reflect adversely upon an employee's character or career will be placed in or on any personnel file without the employee's knowledge.

SECTION 5-10. No personal records of any kind will be maintained on an employee which would be in violation of laws, rules or regulations.

SECTION 5-11. No employee shall be subjected to sexual harassment.

SECTION 5-12. Subject to the employee's own detriment he may choose not to comply with an order to sign any document or papers unless performing officially assigned duties.

SECTION 5-13. An employee, subject to compelling circumstances to the contrary, shall have the right to place and complete a call to a union representative at anytime during the workday.

SECTION 5-14. The right of employees, individually or collectively, to petition Congress or a member of Congress, or

to

4

furnish information to either house of Congress, or a committee or member thereof, may not be interfered with or denied.

SECTION 5-15. An employee shall have the option to raise matters with the supervisor or union, or both at employee preference.

ARTICLE 6

FAIR TREATMENT OF EMPLOYEES

SECTION 6-1. For the purposes of this article, the definition of personnel action shall be as defined by 5 USC 2302(a)(2).

SECTION 6-2. Management shall not take any action which discriminates for or against an employee on the basis of personal favoritism, race, color, religion, sex, national origin, age, handicapping condition or political affiliation as prohibited by any law, rule, regulation or this agreement.

SECTION 6-3. Management shall not deceive, willfully obstruct, improperly influence or condone any such practice with respect to an employee's right to compete or to be considered for a personnel action.

SECTION 6-4. Management shall not grant a preference or advantage to any person not granted by any law, rule, regulation or this agreement.

SECTION 6-5. Management shall not take or fail to take any action if taking or failing to take such action violates law, rule, regulation or this agreement.

SECTION 6-6. Management shall not take any action based on a recommendation or statement that the affected employee cannot have or does not have an opportunity to challenge or grieve under Article 15 of this agreement.

SECTION 6-7. Management shall not take any action against an employee as reprisal or penalty for properly advancing the objectives of law, rule, regulation or this agreement.

ARTICLE 7

NEPOTISM AND FAVORITISM

Management will investigate allegations made by the union of improper supervisor-subordinate relationships and take corrective action as appropriate in accordance with 5 CFR Part 310 and DOD Directive 5500.7-R and provide to the union the

results of the investigation in writing.

5

ARTICLE 8

MUTUAL SUPPORT OF EFFICIENT OPERATIONS

SECTION 8-1. The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to

facilitate and improve employee performance and the efficient accomplishment of the operations of the government.

SECTION 8-2. The parties will support the principles of:

- a. Conserving energy, materials, manpower and supplies;
- b. Improving working methods and working practices;
- c. Correcting conditions causing grievances and misunderstandings;
- d. Improving public image;
- e. Strengthening employee morale;
- f. Reducing absenteeism, tardiness, carelessness and other practices that hamper efficiency;
- g. Eliminating waste of time and material;
- h. Abstaining from any illegal use of controlled substances while on duty;
- i. The development of the employee.

ARTICLE 9

HOURS OF WORK

SECTION 9-1. GENERAL.

a. The administrative workweek shall be 0001 Sunday to 2400 Saturday in 24-hour daily increments.

b. All work scheduled in advance of the administrative workweek becomes part of the regularly scheduled workweek and is compensable as such.

c. Management shall relieve an employee from overtime, holiday or tour change if there is another qualified employee

available and willing to work.

6

SECTION 9-2. Skills Group.

a. A skills group is a designated portion of the workforce who:

(1) Regularly performs the same type of work on a daily basis in their respective work area.

(2) Hold the same series, grade and the same job descriptions.

(3) Should have the same tour of duty and be under one supervisor.

b. Management shall establish the skills groups for all bargaining unit employees within 60 days of this agreement.

c. Skills groups shall be used for the below stated reasons as a minimum. The issue of skills groups is basically a work group subdivision upon which to base fair and equitable treatment. Skills group assignments at a minimum:

(1) Overtime distribution.

(2) Holiday work assignments.

(3) Short term changes in tours of duty.

(4) Shift selection.

(5) Flexitime and compressed work schedules selection.

(6) Leave requests, etc.

d. When an employee's skills group is temporarily changed (e.g. detail, temporary promotion, shift changes), the following shall apply:

(1) The employee shall take the highest overtime balance for offers in the new skills group.

(2) Be next in line for forced overtime and forced short term changes in their tour of duty.

(3) Hours of overtime worked or refused in the temporary skills group shall be added to the permanent skills group upon return of the employee.

e. When an employee's skills group is permanently changed the employee shall:

7

(1) Take the highest overtime balance for voluntary overtime in the new skills group.

(2) Assume their seniority for other areas in the skills group.

(3) If major differences exist in shifts, flex or compressed work schedules then a new selection will be made.

SECTION 9-3. Shifts.

a. Employee tours of duty, be they 8-hour, 9-hour or 10-hour, etc. days are generally covered in separate alternate work schedule agreements. These agreements continue in effect except as modified by this agreement. Elimination of straight shifts will be handled through negotiations.

b. Employees have the option of working a straight shift. If this option is selected the employee will receive no 15-minute break in the first or second half of the work shift. The employee may be allowed a period not to exceed 20 minutes to eat at the work site if work permits. If the straight shift option selection impacts current established hours of operations, the starting and quitting times will be negotiated prior to implementation of the straight shift. This section is not to be interpreted in a manner to prevent management from changing an employee's work schedule without notice where it is determined that such change is necessary so that the activity will not be seriously handicapped in carrying out its functions or will be forced to incur substantially increased costs.

c. MEDDAC employees in ICU, Wards 2A/2B, 3A/3B, ER, and OR who are required to give end-of-shift reports will remain on 8 and 1/2 hour shifts with a 30 minute unpaid, unencumbered lunch. When required in writing to wear beepers during lunch, these employees will receive overtime compensation, if otherwise eligible.

d. Management shall allow employees to select their shifts regardless of the duration of the schedule period by seniority within a skills group.

e. Management shall include all specific lunch times in the schedule where employees do not work a straight hourly shift.

f. Employees from the same skills group may voluntarily trade shifts on a long or short-term basis, subject to the approval of management. Such approval shall be granted in the

absence of a compelling reason to the contrary. Such trades must be recorded in writing and attested to by the employees and management.

8

g. When work requirements do not allow an employee (who has an unpaid lunch period) a work-free lunch time, the employee shall be compensated for this period either by overtime or compensatory (comp) time at the employee's election, in accordance with law and government-wide regulation. This does not preclude management from approving employee requests for lunch period changes at any time.

h. Short-Term Tour of Duty Changes.

(1) Short-term changes to a tour of duty (including alternate work schedules) of up to 60 days may be made. In these cases, volunteers shall be requested from the affected skills group. If not enough qualified employees volunteer, then reverse seniority shall be used to force the junior employee. Management may designate the shift from which volunteers are requested or the forced employee taken.

(2) Management has the right to change the shift of employees when the agency determines that otherwise it would be seriously handicapped in carrying out its functions or that costs would be substantially increased (5 U.S.C. Section 6101(a)(3) and 5 C.F.R. 610.121(a)). Normally short-term changes in an employee's tour of duty (including alternate work schedules) that exceed 60 days will be negotiated and agreed to before exceeding 60 days. An additional 30-day period is allowed provided negotiations were initiated within the first 60 days and are ongoing. Notice to the union will follow provisions of Section 49-3 of this agreement.

(3) Excepted from the provisions of this section are training and evaluation of skills.

i. Management shall justify in writing to the union all cases where management intends to establish a schedule not providing employees 2 consecutive days off or the hours in a day are not the same for the administrative workweek.

j. Management shall generally schedule shifts for 6 months to be implemented the first full pay period in April and October. These shall be posted and selected during the first full pay period in March and September by seniority.

k. There are two exceptions to the shift selection procedure:

(1) If the union president deems a representative necessary, in writing, then that individual shall be allowed the first selection for shift assignment. This privilege may only

be extended to two union officials/stewards at a time and may be executed only at normal shift selection times.

9

(2) Selection of shifts for "standing" work teams.

(a) Initially "standing" work teams will be formed on a voluntary basis between the "high" and "low" grade employees.

(b) The remaining employees who are not formed into "standing" teams will be formed into teams by the highest graded employee with the most seniority selecting their team member(s). This also includes selecting the shift to be worked, days off and any other hours of work issue related to the team. Employees who work standing work teams are encouraged to settle these issues on a voluntary basis.

SECTION 9-4. Overtime.

a. If overtime is scheduled in advance of the administrative workweek, it becomes part of the employee's regularly scheduled workweek and is compensable as such.

b. Management shall offer overtime work to full-time bargaining unit employees in the applicable skills group prior to working non-bargaining unit employees. Overtime scheduled and unscheduled shall be offered in a fair and equitable manner to employees who normally perform the work at the required level, following the procedures outlined below:

(1) Ask each individual employee if they want to be considered for voluntary overtime using the seniority list in the skills group. Have the employees annotate their desires (yes or no) and initial it. This list will be valid for a 2-month period and at that time an employee may elect to change their option. If an employee elects to be added to the list the employee shall be given the highest overtime balance within the skills group.

(2) Management shall establish a list of those wishing to work overtime by seniority (voluntary list) and shall use it to offer that work to those employees by low hours (see overtime form USAARMC 2721).

(3) Management shall establish a list by reverse seniority for the forcing of overtime, by last forced, to include all employees in the skills group.

c. An offer shall be considered made when the supervisor or their designee, communicates directly with the employee giving the specifics as to time, date, and location that the overtime is needed. Changes to this requirement of overtime

must be communicated in the same manner.

d. In those cases where there is no need for overtime to be performed on a specific day or hour, management will solicit employee input prior to scheduling.

10

e. Management should attempt to get volunteers from other skills groups in lieu of forcing overtime.

f. In those instances where a specific employee was assigned to a specific job and for unforeseeable reasons it extends to overtime, the employee performing the work shall be asked first and if the employee forfeits the overtime it shall be offered to the other employees present in that skills group. If they decline, the employee performing the specific job shall be forced to perform the overtime. This exception to the overtime procedures shall only be used for continuation of the original work assignment. Hours worked under continuation shall be added to the employee's overtime balance.

g. All bargaining unit employees shall receive at least 2 hours overtime pay, if called back to work on an overtime basis.

SECTION 9-5. 24-Hour Shift Employees.

a. Employer will provide suitable sleeping accommodations, including beds with box springs and innerspring mattresses, two pillows per employee and bed linens with one blanket.

b. One locker for each employee.

c. Color television (no smaller than 19') with cable.

d. Exercise machines when job includes physical conditioning standards.

e. Phone with off-post access, Elizabethtown and Louisville, at no charge for calls which are determined by management to be necessary and in the interest of the government. Use of government telephones may properly be authorized as in the interest of the government if such use satisfies the following criteria:

(1) It does not adversely affect the performance of official duties by the employee or the employee's organization.

(2) It is of reasonable duration and frequency, and

(3) it reasonably could not have been made at another time.

Personal calls that must be made during working hours may be made over commercial long distance network if consistent with

above criteria and charged to the employee's home phone number or other non-government number (third number call) or made to an 800 toll-free number or charged to the called party if a non-government number (collect call) or charged to a personal telephone credit card.

11

Examples of use of government telephone systems that may be authorized provided the use is consistent with (1) through (3) above are calls to notify family, doctor, etc., when an employee is injured on the job; an employee is required to work overtime without advance notice and calls within the local commuting area (the area from which the employee regularly commutes) to advise the family of the change in schedule or to make alternate transportation or child care arrangements; an employee makes a brief daily call to locations within the local commuting area to speak to spouse or minor children (or those responsible for them, e.g. school or day-care center) to see how they are; an employee makes brief calls to locations within the local commuting area that can be reached only during working hours, such as local government agency or physician; an employee makes brief calls to locations within the local commuting area to arrange for emergency repairs to his or her residence or automobile.

f. Meal preparation capabilities to include as a minimum, microwave and refrigerator.

g. Entry and exit in accordance with fire and safety codes.

h. Access to shower facilities.

i. Management shall ensure sleeping accommodations provide for uninterrupted sleep.

SECTION 9-6.

a. Pay for holiday work shall be computed in accordance with applicable laws and regulations. Because of other than Monday-Friday work schedules, not all employees will observe the same holiday. Holiday, as used in this section, shall mean that day credited as a holiday for pay purposes of the employee concerned.

b. Eligible employees shall be entitled to all Federal holidays prescribed by law or executive order.

c. When holiday work assignments are necessary they shall be offered to the employee who normally performs the work. Management shall establish a schedule by seniority among skills groups. The first holiday will be offered to the most senior person first and continue down the list until enough people willing to work have accepted the offer to work. The next holiday will be offered to the next senior qualified person on

the seniority list. In the event management cannot get enough people to work the same holiday, the least senior person shall be compelled to work. Thereafter, forced holiday work will be rotated up the holiday work roster established for that skills group. The employer shall maintain accurate records of the

12

holidays worked by each employee. These records will be made available to each affected employee or his representative upon request.

SECTION 9-7. Breaks.

a. Rest periods can increase production and efficiency, and, when in the absence of a compelling need, the employer shall grant a 15-minute rest period during each 4 hours of duty. This break may be taken incrementally unless otherwise negotiated. An individual may take his break(s) at any time as long as said break does not interfere with work performance. These breaks shall not be taken in conjunction with the meal period nor be taken immediately following the beginning of the work day or immediately prior to quitting time. If scheduled breaks are requested by either party for certain work areas, negotiations on scheduling of breaks will be held for the requested area only. Any negotiations concerning scheduling of breaks must be completed by an agreement or impasse decision prior to implementation. This section does not apply to employees who select a straight shift.

b. Employees performing dirty work shall receive not more than 10 minutes for personal hygiene pursuant to OSHA regulations.

SECTION 9-8. Fort Knox Fire Department. This section shall only apply to the employees of the Directorate of Base Operations Support (DBOS) assigned to the Fire Prevention and Protection Division (FPPD).

PART I

a. All employees will be required to wear a uniform which will provide ready identification.

b. Short sleeve or long sleeve shirts can be worn with the uniform and is the employee's prerogative as to which he desires to wear.

c. The employer will supply the clothing allowance for uniforms, Fort Knox Fire Department badges, fire department collar emblems, fire department name plates and TRADOC approved shoulder patches to the bargaining unit employees.

PART II.

a. The employer will assign fire extinguisher servicing duties to qualified personnel at Fire Station No. 2.

b. The employer will furnish yellow Nomex coveralls that may be worn by the employee servicing the extinguisher.

13

PART III.

The employer will provide clothing that conforms to current recommended standards. When changes to the NFPA occur, the employer will order such protective clothing within 45 days of becoming aware of such changes. The union will encourage all employees to use, as directed, all issued safety clothing and equipment. Employees will perform user maintenance on all such items.

PART IV.

a. The parties shall establish a committee of four individuals to be selected from this division (two for each side) to meet and discuss matters of mutual concern.

b. This committee shall meet at a mutually agreed time every other month.

PART V.

Firefighters in DBOS will be assigned to shifts for a period of one year which will become effective the first pay period following 1 January of each year. Firefighters shifts will be designed to allow assignment at a single station for one year subject to the needs of the service. The station selection will be made by seniority, beginning with the most senior employee.

PART VI.

Each shift shall consist of 8 hours productive work and training and 16 hours standby time when possible. Variances from this schedule will be adjusted when necessary. Shift trades of 1 hour or more will be permitted by management within a single pay period.

All fire emergency calls will be made regardless of productive time already spent during the shift.

An employee who has worked 72 hours straight will normally not be forced to work overtime unless a true emergency exists.

ARTICLE 10

UNION REPRESENTATION AND THE USE OF OFFICIAL TIME

SECTION 10-1.

a. The employer shall recognize duly elected union officers, appointed union representatives, elected or appointed stewards and chief stewards.

14

b. The union agrees to furnish the employer with a current list of all officers, representatives, stewards and chief stewards it desires the employer to recognize. Numbers and types of representatives are at the union's discretion.

SECTION 10-2.

a. The officers of the union and stewards shall be allowed official time to carry out their statutory and negotiated representational activities. A bank of 9,360 hours per year will be available to the union for this purpose.

b. The union will be allowed to review the official time usage records upon request.

c. Official time cannot be used to conduct internal union business within the meaning of 5 USC 7131(b).

SECTION 10-3. Those personnel authorized the use of official time will be permitted to leave their assigned duties to conduct representational activities at their discretion subject to a compelling need for their service at their duty station. The following provisions will be followed in the use and accounting for official time used:

a. The individual having a need to perform representational duties at a specific time shall inform his supervisor as far in advance as possible of this need by submitting the form at Appendix A.

b. If there is a compelling need to the contrary, the supervisor will so advise and provide the individual with a specific date and time he can be released on the form at Appendix A.

SECTION 10-4. The following provisions will be followed by union officers, representatives, chief stewards and stewards when it is necessary to go into a work area other than the location of their assigned duty station.

a. Unless the urgency of the business precludes doing so, the supervisor of the work area to be visited will be notified in advance of the need to visit and the individual who must be contacted. If there is a compelling need that would make the planned visit detrimental to operations, the supervisor will so advise and establish a specific date and hour that would be mutually acceptable. If there is no compelling need, he will

confirm the proposed date and time and ensure the personnel to whom the applicable union representative wishes to visit are available.

15

b. Should the urgency of business preclude advance notification, the union representative, upon arrival at site, will immediately advise the supervisor of his presence and purpose. If there is a compelling need that would preclude the union representative from immediately accomplishing his purpose, management will so advise and, if possible, alter operations to expedite the union representative in his purpose. If such is not possible, he will advise the union representative and work with him to establish a mutually acceptable date and time.

ARTICLE 11

LEAVE OF ABSENCE FOR UNION BUSINESS

SECTION 11-1. Any employee who is elected or appointed to a union office shall, upon request of the employee, subject to needs of service, be granted a leave of absence without pay for the tenure of that office or appointment.

SECTION 11-2. Any employee who is elected or appointed by the union to attend a district or national convention shall, at the employee's option, subject to needs of service, be granted leave of absence without pay or annual leave for the duration of the convention, including travel time.

SECTION 11-3. Any employee wishing to attend any union function shall be granted a leave of absence without pay or annual leave for the duration subject to needs of service.

SECTION 11-4. Any representative shall be given the opportunity to represent all employees defined under 5 USC 7103, on a leave of absence without pay or annual leave subject to needs of service.

ARTICLE 12

RIGHT OF ACCESS TO THE EMPLOYER'S PREMISES

SECTION 12-1. All duly appointed and elected representatives and employees of the union at the local, state, district and national level shall be allowed entrance onto Fort Knox for the purpose of conducting appropriate labor-management business.

SECTION 12-2. A mutually agreeable time shall be established if a labor-management meeting is requested by either party.

ARTICLE 13

UNION OFFICIALS' TOURS OF THE U. S. ARMY ARMOR CENTER

SECTION 13-1. In the interest of labor-management relations, national AFGE union officials are welcome to visit Fort Knox.

16

The AFGE Local 2302 President may request a tour for the visiting officials. Such tours will be within the guidelines of security regulations and arranged on a noninterference to mission basis. Requests for tours should be submitted to the Fort Knox Civilian Personnel Advisory Center (CPAC) at least 30 days in advance of the tour date.

SECTION 13-2. An itinerary of the proposed visit shall be coordinated with the employer.

SECTION 13-3. Support of this visit shall be accomplished in accordance with applicable laws, rules and regulations.

ARTICLE 14

USE OF OFFICIAL FACILITIES

SECTION 14-1. A reasonable amount of space (not less than 25%) will be made available to the union on all bulletin boards which the employer uses to post information that relates to working conditions. The union agrees that material posted will not violate any laws, applicable regulations, provisions of this agreement, or the security of the employer, or contain libelous material. The union will be fully and solely responsible for the material being posted.

SECTION 14-2. Administrative space, equipment, and telephones for a union office shall be provided in an area mutually acceptable to both parties. Access shall be allowed during non-duty hours.

SECTION 14-3. Union representatives shall be allowed the use of the official telephone system for making local calls while carrying out official union-management business. When a representative does not have direct access to a telephone, access will be made available by management when such access does not unduly interfere with mission accomplishment. Should a union representative have a need for service beyond that available through the official system, the union may, at its expense, obtain such service from the common carrier and locate it at a point mutually acceptable to both parties.

SECTION 14-4. The employer agrees to provide reasonable access to a lunch area and restroom facilities for all employees.

SECTION 14-5. The union may use the post distribution system, the electronic mail system and other communication systems (as

agreed upon, which are not prohibited by law, rule or regulation).

17
ARTICLE 15

GRIEVANCE PROCEDURES

Section 15-1. The purpose of this article is to provide a procedure for prompt and equitable settlement of grievances. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance by an employee will not be construed as reflecting unfavorably on the employee's good standing, performance, loyalty and desirability to the organization.

Section 15-2. Official time during working hours shall be provided to the employee and his representative to discuss, investigate, prepare and present grievances. The following procedures shall be followed in making arrangements for the use of official time.

a. The employee will inform his first line supervisor of the need for duty time to meet with his representative to discuss, investigate, prepare and present grievances under this article.

b. If there is a compelling need that prevents release, the supervisor will so advise the employee and provide the individual with a specific date and time that he can be released.

Section 15-3.

a. This is the exclusive grievance procedure for resolving grievances as defined in 5 USC 7103 and 7121 except as follows. The following issues/subjects are excluded from these procedures:

(1) Employee furloughs through reduction-in-force or adverse action procedures and employee separations or demotions through reduction-in-force procedures (see Section 27-5, Article 27).

(2) Performance management issues including appraisal, objectives and standards (see Article 60).

(3) Determinations on employee qualifications for positions (see Article 61).

(4) Any examination, certification or appointment

(e.g. termination during probationary period).

(5) Any claimed violation of subchapter III of chapter 73, 5 U.S.C., Political Activities.

18

(6) Retirement, life insurance or health insurance.

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

(8) Alleged violations of employees rights contained in the Veteran's Employment Opportunities Act of 1998 and the Uniformed Services Employment and Reemployment Rights Act of 1994.

b. Matters covered under 5 USC 2302(b)(1), 4303 and 7512 which also fall within the coverage of this procedure may, at the discretion of the aggrieved employee, be raised under the appellate procedures of 5 USC 7701, 7702, and 7703 or under this procedure but not under both.

Section 15-4. In the event an issue is declared nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be processed as a threshold issue thereafter, including arbitration.

Section 15-5. Employees may present their grievances without union representation, if they so choose. A union representative shall be given the opportunity to be present at all grievance discussions and meetings between the employees and the employer. If employees elect self-representation during the procedures, the grievance shall proceed in accordance with the provisions of this procedure, except that the employees are not entitled to union representation at any of the steps. For the purpose of this section only, any settlement claimed by the union to be inconsistent with the terms of this agreement may be presented to arbitration as provided in Article 16.

Section 15-6. Step 1. The grievant and the union representative will within 15 workdays of the employee becoming aware of a grievance or the latest occurrence of a continuing grievance notify the immediate supervisor in writing that this step is being invoked and the issue being grieved. The immediate supervisor shall schedule a meeting, to be held within 5 workdays of this notice. The supervisor may attempt to resolve the grievance during this 5 workday period (the union will be notified to attend any discussions with employee). The meeting will include the applicable Division Chief/Squadron Commander, first-line supervisor, employee and union representative. At

this meeting the grievant or union representative must articulate the specific issues of the grievance and the relief sought. A document (typed or written) will be prepared reflecting the items discussed and the decisions rendered and will be signed by the parties. In the event additional time to investigate or gather facts is necessary, it will be agreed to at the meeting.

19

Section 15-7. STEP 2. If the grievance is not resolved at step 1 the grievant and the union representative will within 7 workdays of the step 1 decision, submit the matter, in writing, to the appropriate directorate or department head in the chain of command of the official responding at step 1. (If the responding official at step 1 is the directorate or department head, the grievance shall be elevated to Step 3.) The written grievance must include the specific basis for continuance of the grievance; reference to the rules, laws, regulations, or contract provisions that are alleged to have been violated, if applicable and known; and the remedy sought. The directorate or department head, or his representative, designated in writing, shall meet with the union representative and the grievant within 5 workdays after receipt of the written grievance to discuss said grievance. The directorate or department head shall give a written answer within 7 workdays of said meeting to include reference to the rules, laws, regulations and facts upon which the decision was based.

Section 15-8. STEP 3. If the grievance is not settled in the procedure established in Sections 15-6 and 15-7, the union president or employee who elects self-representation will within 15 workdays refer the grievance, in writing, to the activity commander. The activity commander shall render a decision, in writing, to the union or the employee who elected self-representation within 15 workdays referring to the rules, laws, regulations and facts upon which the decision was based.

Section 15-9. If the grievance is not satisfactorily resolved at step 3, the union president (or management for management initiated grievances) may refer the matter to arbitration in accordance with Article 16.

Section 15-10. Time limits specified in this agreement may be extended by mutual consent. Failure to respond to a grievance as required by this procedure shall give the grieving party the right to advance the grievance to the next appropriate step and extend the grievant's time limits at that step an extra 15 calendar days.

Section 15-11. Union or management grievances shall be initiated at Formal Step 3 as described in Section 15-8.

ARTICLE 16

ARBITRATION

SECTION 16-1. If management and the union fail to settle any issue processed under the negotiated grievance procedure, such issue may be submitted to arbitration upon written request by either party within 30 calendar days after issuance of the final decision rendered in Article 15, Section 15-8.

20

SECTION 16-2. Within 5 calendar days from the date of the request for arbitration, the party that requested arbitration shall also prepare a joint request to the Federal Mediation and Conciliation Service to provide a list of five qualified arbitrators. The parties shall meet within 10 workdays after receipt of such list to select an arbitrator. Each party shall alternately strike one arbitrator from the list and the remaining person shall be the duly selected arbitrator.

SECTION 16-3. The Federal Mediation and Conciliation Service is to make a direct designation of an arbitrator to hear the case in the event: (a) either party refused to participate in the selection of an arbitrator; or (b) upon inaction or undue delay on the part of either party.

SECTION 16-4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall prepare a separate submission and the arbitrator shall determine the issue or the issues to be heard.

SECTION 16-5. The arbitrator's fee, and all other expenses of the hearing, shall be equally shared by the parties.

SECTION 16-6. The arbitration hearing will be held, if possible, on the employer's premises during the regular day-shift hours of the basic work week. The union is allowed the same number of advocates to participate in the hearing as designated by management, but the number shall not be less than two.

SECTION 16-7. In the event either party should declare an issue non-arbitrable or untimely, that will be the first issue decided by the arbitrator.

SECTION 16-8. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than 30 days after the hearing or joint submission of written records. The arbitrator's decision shall be binding on the parties; however, the agency or the union may file exceptions to an award under the provisions of 5 USC, Chapter 71.

ARTICLE 17

DISCIPLINARY ACTIONS

SECTION 17-1. General.

a. The parties recognize that fair and constructive discipline promotes the employee-employer relationship. It is also recognized that the earlier and more complete relevant facts about an instance can be established, the better able all parties can make judgements. The procedures contained in this

21

article are intended to assist in making disciplinary actions constructive and in assuring due process. For the purpose of this article disciplinary actions include an oral admonishment or reprimand, a written reprimand, a suspension from employment without pay, a reduction in grade (misconduct) or removal from federal service (misconduct). All actions are considered formal except oral admonishments or oral reprimands. Management recognizes the need to proceed with disciplinary actions in a timely manner. In most instances investigations of employee misconduct under this article should be initiated within 15 days of the supervisor becoming knowledgeable of the infraction. Normally an action will be proposed (except written reprimands) within 30 days of completion of the investigation. If action will be proposed over 30 days from completion of the investigation the employee will be so advised.

b. No employee shall be the subject of a disciplinary action, except when he commits a recognizable offense against the employer-employee relationship. The employer shall use sound discretion to determine the merits of each individual case. Once they have met the required burden of proof that an employee has committed a recognizable offense against the employer-employee relationship, the punishment shall be based on applicable laws, rules and regulations to include alternative forms of discipline as discussed in Section 17-11.

SECTION 17-2.

a. When the employer determines that formal disciplinary action may be required to correct misconduct on the part of an employee, the supervisor shall obtain all available information concerning the alleged misconduct. This will include an investigative interview with the employee. Since disciplinary action could result from this interview, the employee shall be advised of his right to be accompanied by a union representative. If the supervisor determines a formal disciplinary action is appropriate he may elect to use a fact-finder or he may choose to conduct the investigation himself. In either case, the purpose of the investigation is to insure all relevant facts are known and afford the employee the opportunity to explain the basis for his actions. In any investigation conducted by the supervisor or fact-finder, when

it is contemplated, based on the known facts, that a disciplinary action will be proposed resulting in a loss of pay, the employee will be presented with the questions to be asked at the beginning of the investigation. The employee will be allowed no more than 20 minutes to review the questions before answering. The employee may also provide written response to the questions within one workday of the interview to expand or cover areas that were not thought of during the questioning.

22

b. If the supervisor elects to use a fact-finder to investigate the allegations of misconduct, one will be appointed who is mutually acceptable to the employee and management. The factfinder will issue a written record of facts to the employee and to the supervisor. The record will include sworn statements where appropriate.

SECTION 17-3. Written disciplinary actions will include the following in either the proposed or decision letter:

a. A description of the offense, in detail, to enable the employee to understand fully the violation, infraction, conduct, or offense for which he is being charged. Such specifics as times, places, dates, and events shall be included in support of the incident giving rise to the disciplinary action.

b. In the event the proposed action is a follow-up of previous offenses and the action is considered as a continuation of constructive discipline, the former incidents will be restated. Additionally, if the employee failed to take any remedial action previously agreed to, that fact will be included.

c. In cases where it is determined to be advantageous to the employee for preventive purposes, a warning that future misconduct may result in considering a more severe disciplinary measure may be included.

d. If appropriate, advice regarding assistance that will be made available to the employee for remedial purposes or as a means to help overcome the deficiency and avoid future recurrence will be included. Additionally, the employee will be informed regarding any specific action required on their part.

e. Information on the appropriate grievance or appeal channel which the employee may use to contest the action.

f. Written disciplinary actions will include consideration of relevant mitigating and aggravating factors (Douglas factors).

SECTION 17-4. If management proposes a suspension or removal, the following procedures shall apply (except as provided in Section 17-5):

a. Management shall provide the employee with at least 30 days advance written notice, stating the reasons for the proposed action with sufficient specificity so as to enable the employee to prepare a response.

b. The employee may respond orally and in writing within 15 days of receipt of the written notice, including an opportunity

23

to furnish affidavits and other documentary evidence, in support of the response to the deciding official. Extensions to this time period may be granted if requested in writing by an employee or designated representative for a demonstrated and valid reason.

c. In responding under this section, the employee may be represented by the union or other appropriate representatives.

d. Management shall issue a final written decision within 30 days of receipt of the employee's reply stating the specific reasons, including a statement of the employee's entitlement to grieve or appeal as outlined in Section 17-6.

SECTION 17-5. When there is reasonable cause to believe an employee has committed a crime for which a sentence of imprisonment can be imposed, the employee may be given less than 30 days advance written notice. In these cases, the proposed notice will include the reason for less than 30 days advanced notice. The employee may be required to provide an answer to the proposed action, affidavits and other documentary evidence in support of the answer within such time as under the circumstances would be reasonable. In no event shall the employee be allowed less than 7 days.

SECTION 17-6. Grievance and Appeals.

a. Upon receipt of a written reprimand the employee has 10 workdays to initiate a formal grievance in accordance with Article 15, Section 15-7. Failure to comply with this response time will cause the letter of reprimand to remain in the employee's official personnel folder for the time specified in the reprimand.

b. Suspensions of 14 days or less may be grieved in accordance with Article 15, Section 15-8.

c. Suspensions of more than 14 days, change to lower grades for misconduct reasons and removals, may be appealed, at the employee's discretion, through the negotiated grievance procedure or to the Merit Systems Protection Board (MSPB), but not both. If the negotiated grievance procedure is used, the grievance shall be filed in accordance with Article 15, Section 15-8. If the employee elects to appeal to the MSPB, their rules shall prevail.

SECTION 17-7. In cases of suspension of 14 days or less, it is agreed that the suspension shall not be effected prior to the activity commander's decision on the grievance, if one is

24

submitted by the employee pursuant to Article 15, Section 15-8 (Grievances) within 3 workdays after receipt of the written decision to suspend.

SECTION 17-8. A copy of the notice of proposed action, the written response of the employee, the notice of decision and reasons therefore and any order affecting the disciplinary action, together with any supporting material, shall be furnished the affected employee upon request.

SECTION 17-9. All disciplinary actions not sustained shall be removed from all records within 25 days of the notice that the action has been overturned or adjusted by the final appellate body.

SECTION 17-10. The employer shall not use any information in support of a disciplinary action that was obtained in violation of laws, regulations or this agreement.

SECTION 17-11.

a. In lieu of the disciplinary actions outlined in this article or outlined in the Department of Army standard table of penalties, the parties recognize that Alternative Forms of Discipline (AFD) sometimes offer more constructive courses of action. In this regard either party may propose alternatives to those outlined above. Upon agreement of the affected employee, any (AFD) that does not violate a statute may be considered for appropriate constructive discipline. Discussions or offers of AFD will be accomplished in the presence of the designated employee representative.

b. Alternative forms of discipline may be appropriate when:

(1) It is the employee's first or second offense or a

significant amount of time has elapsed since the last infraction,

(2) The employee admits guilt or acknowledges wrongdoing,

(3) The employee specifically agrees, in writing, to the AFD and waives appeal and grievance rights.

ARTICLE 18

SMOKING

SECTION 18-1. Smoking of tobacco products is prohibited in all indoor workplaces. Outside smoking areas have been designated

25

that are reasonably accessible to employees and provide a measure of protection from the elements. Designated outside smoking areas will be located at least 50 feet from primary entrances to buildings. Other designated outside areas will be of sufficient distance from air intake vents to prevent second hand smoke from entering buildings.

SECTION 18-2. Smoking is prohibited where it presents a safety hazard.

SECTION 18-3. Cadre personnel in the 1st ATB area will not use tobacco products in areas where initial entry training (IET) soldiers are likely to observe such use. They will use designated smoking areas as negotiated and agreed upon by the parties.

a. For purposes of this Section, the term "cadre" includes all civilian personnel who command, supervise, instruct, train or support soldiers in IET. Non-1st ATB employees visiting the 1st ATB area should comply with the above restrictions.

b. For the purposes of this Section, the term "1st ATB area" includes all areas where IET soldiers train, work or live. When IET soldiers are present, this definition includes all ranges, training areas, motor pools, 1st ATB reception centers, Clothing Initial Issue Point (CIIP), Central Issue Facility (CIF), maintenance training halls and other training complexes, Ground Mobility Division, and dining facilities.

SECTION 18-4. Smoking is prohibited in government vehicles.

SECTION 18-5. Health Care Providers (as defined in 5 CFR 630) will not smoke in the presence of patients.

SECTION 18-6. Smoking is prohibited in all child development centers and youth activity facilities except in designated smoke areas.

SECTION 18-7. Smoking cessation classes will be provided at no cost to employees interested in quitting smoking. Administrative excusal will be granted employees, workload permitting, to attend not more than two sessions of classes.

ARTICLE 19

PUBLICATIONS

SECTION 19-1. The union shall have access to all Federal Personnel Manuals, DOD Civilian Personnel Manuals and Department of the Army Civilian Personnel Regulations on file at the Fort Knox CPAC.

26

SECTION 19-2. The employer shall provide the union copies of all recurring changes to Federal Personnel Manuals, DOD Civilian Personnel Manuals and Department of the Army Civilian Personnel Regulations received by the Fort Knox CPAC.

ARTICLE 20

POSITION CLASSIFICATION

SECTION 20-1. The purpose of a position description is to describe officially, for pay and classification purposes, the relevant assigned skills and duties of the position.

SECTION 20-2. Position descriptions will be based upon the primary duties and responsibilities assigned to each position. All identical positions within the same organization unit will normally be covered by the same position description. Where management requires a deviation from such standard position descriptions, the position(s) will be classified according to the duties and responsibilities actually assigned and performed.

Addenda, deletions and amendments to position descriptions will be reviewed by a designated management official, and impact thereof recorded. Such review will be certified with the date, name of the designated management officials and identification of affected positions. Such changes in position descriptions will be discussed with employees, and they will be furnished a copy of the changed position description.

SECTION 20-3. Employees who reasonably believe that their position descriptions are inaccurately described may meet and discuss this matter with their supervisor for clarification. When differences concerning the accuracy of a position description cannot be resolved between the supervisor and the

employee, the employee may file a grievance under the negotiated grievance procedure.

SECTION 20-4. Classification complaints and appeals will be in accordance with applicable laws and regulations.

ARTICLE 21

ENVIRONMENTAL DIFFERENTIAL/HAZARD PAY

SECTION 21-1. The employer shall pay environmental/ hazardous duty pay to personnel when they are required to perform duties that involve unusual hazards, physical hardships, or working conditions not considered in the classification of the employee's position. Employees occupying positions in Category I will receive pay for time actually exposed. Incumbents of positions in Category II and III will receive pay for the hours

27

in pay status on a daily basis. Differential rates for FWS employees in Categories I and II are established in 5 Code of Federal Regulation (CFR) 532. Differential rates for GS employees in Category III are established in 5 CFR 550.

SECTION 21-2.

a. It is recognized that safety equipment may become available or work procedures and techniques implemented that practically eliminate the hazards cited below. If this occurs differential pay will no longer be authorized and such will be terminated. In these cases the union will be notified of the basis for termination.

b. It is further recognized that "other" conditions may create other hazards not cited herein. In such situations the appropriate regulatory guidelines will prevail.

CATEGORY I (FWS Employees)

NATURE OF DUTIES: Repairs/maintains cathodic protection system on water towers, electrical lighting and power systems, extreme heights on smoke stacks, steeples, and various open structures at least 100 feet above ground level: (1) If the footing is unsure or the structure is unstable; or (2) if safe scaffolding, enclosed ladder or other similar protective facilities are not adequate (for example, working from a swinging stage, boatswain's chair, or a similar support); or (3) if adverse conditions such as darkness, steady rain, high wind, icing, lightning, or similar environmental factors render working at such height(s) dangerous.

REGULATORY AUTHORITY: 5 CFR, Part 532, Appendix A.

NATURE OF DUTIES: Working on any structure of at least 100 feet above ground, deck, floor, or roof or from the bottom of a tank or pit.

REGULATORY AUTHORITY: 5 CFR, Part 532, Appendix A.

NATURE OF DUTIES: Repairs/maintains electrical systems at various heights under 100 feet: (1) if the footing is unsure or the structure is unstable; or (2) if safe scaffolding, enclosed ladders or similar protective facilities are not adequate (for example, working from a swinging stage, boatswain's chair, or a similar support); or (3) if adverse conditions such as darkness, steady rain, high wind, icing, lightning or similar environmental factors render working at such height(s) hazardous.

28

REGULATORY AUTHORITY: 5 CFR, Part 532, Appendix A.

NATURE OF DUTIES: Receives, stores, assembles and issues refrigerated food items while working in a cold storage or other climatically controlled area where the temperature is at or below freezing (32 degrees Fahrenheit) where such exposure is not practically eliminated by mechanical equipment or protective clothing or devices being used.

REGULATORY AUTHORITY: 5 CFR, Part 532, Appendix A.

NATURE OF DUTIES: Removes asbestos from piping, boilers, tanks, etc., when full body protection and air line respirator must be worn. Differential is authorized after the full body protection and air line respirator is worn for two hours or more in an 8-hour shift.

REGULATORY AUTHORITY: 5 CFR, Part 532, Appendix A.

NATURE OF DUTIES: Working in excavation areas before the installation of proper shoring or other securing barriers where there is a possibility of cave-in or falling debris when such exposures introduce risk of significant injury or death to employees.

REGULATORY AUTHORITY: 5 CFR, Part 532, Appendix A.

CATEGORY II (FWS Employees)

NATURE OF DUTIES: Loads, unloads, stores and transports explosives and incendiary ordnance material other than small arms ammunition or makes repairs to shipping and storage containers near explosives or incendiary devices or working in close proximity to such operations.

REGULATORY AUTHORITY: 5 CFR, Part 532, Appendix A.

NATURE OF DUTIES: Performs duties involving digging, clearing or regrading in areas into which incendiary or high explosive shells have been fired and the area has not been cleared of all unexploded ordnance. Representative duties may include such tasks as the following: Operating engineer equipment (dozers, roadgraders, loaders, pans, dump trucks, etc.) to repair and rebuild stationary and moving target berms; clearing brush, trees and earth which may disturb unexploded ordnance; operating tractors using attachments such as post hole diggers or rotary mowers; repairing railway tracks or road beds, repairing, maintaining or relocating underground electrical power supplies

29

or controls; or otherwise disturbing the ground in which unexploded shells may be buried; operating a motor vehicle off a roadway in an uncleared impact area. This situation also applies to employees who are performing other tasks in close proximity to range clearing, construction, and grading operations activities where there is a danger of contacting unexploded ordnance. Inspects and repacks loose rounds of high explosive and incendiary ordnance material turned in from the field in an unknown condition. Inspects for serviceability, (i.e., dents, loose detonators, fuses, rust, corrosion).

REGULATORY AUTHORITY: 5 CFR, Part 532, Appendix A.

CATEGORY III (GS Employees)

NATURE OF DUTIES: Conducts game population studies; maintains fire breaks, side roads and trails; marks timber in firing range impact areas.

REGULATORY AUTHORITY: 5 CFR, Part 550, Subpart I, Appendix A.

NATURE OF DUTIES: Maintains documentary control of explosive and incendiary ordnance material. Records location, quantity, and type of munitions stored. Establishes and adjusts replenishment levels. Processes and edits all supply documents used in the receipt, issue, storage, replenishment, turn in and disposal of munitions.

REGULATORY AUTHORITY: 5 CFR, Part 550, Subpart I, Appendix A.

NATURE OF DUTIES: Participates in aerial seeding operations where terrain is too difficult to use tractors.

REGULATORY AUTHORITY: 5 CFR, Part 550, Subpart I, Appendix A.

ARTICLE 22

TRAINING AND DEVELOPMENT

SECTION 22-1. Training and development of employees is a matter of mutual interest to both parties. The employer shall develop and maintain programs that will enhance individual development and competence.

SECTION 22-2. The employer shall identify those areas where employees require additional training and development to maintain proficiency and enhance skills.

SECTION 22-3. All training shall be funded in accordance with applicable regulations.

30

ARTICLE 23

WITHIN-GRADE INCREASE

SECTION 23-1. Management has the responsibility of insuring that a GS employee is advanced in pay successively to the next higher rate, within-the-grade, at the beginning of the pay period following the completion of necessary statutory time limits, subject only to the employee's work being at an acceptable level of competence.

SECTION 23-2. Employees under a regular wage schedule will advance automatically to the next higher step, in-grade, at the beginning of the pay period following the completion of necessary statutory time limits, subject only to applicable laws, rules and regulations.

ARTICLE 24

DETAILS

SECTION 24-1. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period with the employee normally returned to his regular duties at the end of the detail.

SECTION 24-2. The employer is responsible for controlling the

duration of details, assuring that they are assigned in accordance with the Merit Promotion System, and that they do not compromise the principles of job evaluation.

SECTION 24-3.

a. Details to higher grade classified positions will be documented by SF 52.

b. Details to the same or lower grade or to unclassified duties will be documented by SF 52 if for more than 30 days.

c. Details from 7 to 30 days at the same or lower grade or to unclassified duties will be annotated on the employee's ATZK-CP 7B card.

SECTION 24-4. Assignment to duties contrary to this article shall be grievable under the negotiated grievance procedure (Article 15).

ARTICLE 25

**SUPERVISORS PERFORMING BARGAINING UNIT
EMPLOYEES WORK**

SECTION 25-1. When the employer assigns work normally performed by unit employees to supervisors, the employer will negotiate

31

the arrangements for adversely impacted bargaining unit employees in accordance with 5 USC 7106.

SECTION 25-2. If the supervisor performs employee's duties on a regular and recurring basis, the employer agrees to investigate the need of additional employee positions. The data and conclusions from such an investigation shall be furnished the union for comment and perspective.

ARTICLE 26

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SECTION 26-1. The employer will insure that the EEO program is administered in accordance with laws, rules, or regulations to include Equal Employment Opportunity Commission and Department of the Army regulations.

SECTION 26-2. All personnel actions and employment practices involving employees will be based solely on laws, regulations, policies and terms of this agreement.

SECTION 26-3.

a. The employer will carefully, justly and expeditiously consider and adjudicate complaints of discrimination filed through the agency administrative complaint procedure or the

negotiated grievance procedures.

b. Persons who allege discrimination or who participate in the presentation of discrimination complaints will be free from restraint, interference, coercion, discrimination or reprisal.

c. A complainant has the right to be accompanied, represented and advised by a representative of his choice or to refrain from representation during any discussion with an EEO counselor or at any stage of the EEO complaint procedure.

SECTION 26-4. The employer agrees to provide EEO counselors in accordance with AR 690-600, who will be available and accessible to all employees, wherever their work station. The union may nominate individuals for consideration as EEO counselors.

SECTION 26-5. The union shall have representation on and input in the activities of all special emphasis program committees.

SECTION 26-6. The union president or his designee will be a voting member on the installation commander's EEO advisory committee. Management will provide the following information to all members of the committee:

32

a. Copies of all EEO plans which apply to employees covered by this agreement.

b. Information on pre-complaint counseling activities.

c. Employment statistics when available.

d. Area of under-representation goals and accomplishment reports.

SECTION 26-7. The union shall be provided copies of all portions of EEO settlements and resolutions pertaining to personnel actions (as defined in OPM Operating Manual) and employment practices involving bargaining unit employees to allow the union to review for conformance to applicable laws, rules, regulations and this agreement. A copy will be provided the union within 10 workdays after the EEO settlement or resolution is reached. References to individuals shall be sanitized from the copy of the resolution furnished to the union.

ARTICLE 27

REDUCTION IN FORCE

SECTION 27-1. Reduction-in-force (RIF) will be administered in

strict compliance with this article and all governing statutory and government-wide rules and regulatory requirements.

SECTION 27-2. Management will attempt to accomplish reductions through voluntary losses by requesting VERA/VSIP authority. Prior to implementation of a reduction-in-force in any competitive area covered by this agreement the employer will utilize the procedures of the Pre-RIF Initiatives for Management and Employees (PRIME) program. The PRIME process can be implemented in stages at the discretion of the employer subject only to the constraints that: all stages have to be implemented to reach Stage V, reduction-in-force; and, as long as there are employees in excess positions in a competitive area, Stages I and II will be in effect. The following are descriptive explanations of the stages.

a. Stage I. In Stage I vacancies are matched against all the employees who are in competitive levels that have been declared "excess" or "temporarily balanced" (the excess situation is only temporarily resolved through a temporary placement). The order of referral is: laterals, mandatory repromotions to target grade, mandatory repromotions to intervening grade, voluntary downgrade of two grades or less, temporary position in the CL offered to employees in abolished

33

positions, mandatory placement of junior employees in the CL, and temporary positions within competitive area offered to employees in abolished positions. Employees who are determined to be "well qualified" are referred in RIF seniority order (within each referral group) with placement being mandatory. Employees who are only "minimally qualified" (as is the normal rule in RIF) are referred as a group, for mandatory selection from the group. Repromotion eligibles who decline placement at their "target grade" (the grade from which they were involuntarily demoted) lose their retained grade and pay benefits. Stage I placements are made against vacancies until all matches have been exhausted. If there are no matches the vacancy moves to Stage II.

b. Stage II. Stage II placements are carried out the same as Stage I except this stage involves mandatory repromotion eligibles who are not in an affected (or excess) competitive level. The order of referral is mandatory repromotions to same position previously held, then mandatory repromotion to target grade and finally mandatory repromotion to intervening grade

c. Stage III. Stage III placements are the same as Stage I in that they involve placement of employees from excess competitive levels. However, they are different in that they involve promotions. Stage III involves the consideration of voluntary repromotion eligibles who are in excess competitive

levels. These are noncompetitive placements of employees who have held higher grades in the competitive service.

d. Stage IV. Stage IV actions involve normal in-service placement actions (of employees not in excess CLs) such as requests for lateral reassignment, change to lower grade, or voluntary repromotion. Stage IV also includes merit promotion.

e. Stage V. Stage V is actual RIF. If all of the above stages do not resolve budget issues in a reasonable amount of time or if reductions become more severe, this stage may be invoked.

SECTION 27-3. Employees (or their designated representative) affected by a RIF action will be given the opportunity to review all records, retention registers and regulations pertaining to their situation.

SECTION 27-4. The employer will maintain all retention and related records pertaining to a RIF for at least 1 year from the date established for issuing specific RIF notices.

SECTION 27-5. An employee who has been furloughed (more than 30 days), separated or demoted by a RIF action may appeal to the Merit Systems Protection Board.

34

SECTION 27-6. When 50 or more permanent employees are being separated through RIF, specific written notice will be issued to employees at least 120 days before the effective date of RIF.

ARTICLE 28

GRADE AND PAY RETENTION

SECTION 28-1. Grade and pay retention for eligible employees will be allowed as provided for under existing and future laws and government-wide rules and regulations.

ARTICLE 29

EMERGENCY RESCUE OR PROTECTIVE WORK

SECTION 29-1. Employees who can be spared without interference to essential agency operations and obligations may be excused to participate in emergency rescue or protective work such as fire, flood, or search operations. Such participation shall normally be limited to a maximum of 5 workdays per year. Employees may not be excused from duty without charge to leave for the purpose of performing rescue or guardsman duty which otherwise would be covered by military leave as authorized under 5 USC 6323.

ARTICLE 30

RETIREMENT

SECTION 30-1. A retirement ceremony may be held within the division or department. Participation in the monthly post retirement ceremony is encouraged for retirees. Ceremony attendance is optional and must be requested by the employee.

SECTION 30-2. Employees shall be allowed to withdraw retirement requests in accordance with existing regulations. Employees shall not be required to give reasons for regular retirement.

SECTION 30-3. When an employee's application for disability retirement is denied due to determination that the employee is not disabled for useful employment, management will, upon the employee's request, consider the employee for retention in his former position or for reassignment to a vacant position for which the employee is qualified and believes he will be able to perform.

SECTION 30-4. An employee whose disability is based upon an injury or illness sustained in the line of duty, may be allowed to work until his appeal rights to MSPB have been exhausted, when there is work available that the employee is ready, willing and able to perform.

35

SECTION 30-5. Counseling sessions shall be offered potential retirees. Attendance at these counseling sessions shall be at the employee's election.

ARTICLE 31

POST CLEARANCE

SECTION 31-1. If an employee is required to clear post, the employer shall furnish the employee, upon request and at no cost to the employee, suitable transportation and assistance for clearing.

ARTICLE 32

NEW EMPLOYEE ORIENTATION

SECTION 32-1. During the in-processing of new bargaining unit employees the employer will provide the employee with a union informational brochure. This brochure will be prepared by the union and furnished to the Fort Knox CPAC. It will be the responsibility of the union to provide the informational brochure. Management will call for the brochures as needed.

SECTION 32-2. Management will schedule a group orientation for

new employees. The union shall be afforded the opportunity to be present.

ARTICLE 33

DRESS CODE

SECTION 33-1. The attire of the unit employee shall be at the employee's discretion; however, such attire shall be appropriate for the duties performed (i.e., commensurate with attire normally worn by civilian employees in local communities engaged in activities similar in nature to those in which the government employee works). Clothing (includes head and footwear) with slogans, drawings, or language which could be construed as being lewd, obscene, profane, or sexually suggestive, or which advocates or glorifies the use of illegal drugs or other unlawful conduct shall not be worn.

SECTION 33-2. Dress codes of occupations which are historically associated with prescribed uniforms such as nurses, meatcutters and medical technicians shall be agreed upon by the union and the activity concerned.

SECTION 33-3. Any employee may demonstrate appropriate attire by:

36

a. A statement from a civilian employer as to what can be worn by his employees.

b. Pictures of civilian employees performing their assigned duties.

c. A doctor's statement.

d. Any other acceptable means which is mutually agreeable to the parties.

ARTICLE 34

ANNUAL LEAVE

SECTION 34-1. Approval of an employee's request for annual leave shall be granted, subject to the needs of the service and provided the employee gives his supervisor advance notice. In the event the request cannot be granted, the supervisor and the employee shall attempt to reschedule the leave at a mutually agreeable time.

SECTION 34-2. Emergencies do arise that preclude advance notice or advance approval. When emergency situations occur, the employee shall, in the absence of compelling circumstances,

insure that notification is made to his supervisor generally within the first two hours on the first workday of the absence.

When an employee must take annual leave for emergency reasons, he will describe the situation and give some estimation of how long the request is for.

SECTION 34-3. Annual leave for vacations of one week or more continuous duration for those employees who will have sufficient leave due and accrued, shall be scheduled using the following procedures.

a. During the last pay period of each leave year, the employer shall post on the bulletin board a schedule for vacations for the next year and give all the employees 10 workdays to select their week or weeks. The employee with the most seniority has first choice and so on, until all employees, who elect, have scheduled their leave.

b. Once an employee has made his selection, he can make changes as long as they do not disturb the choice of another employee.

c. The employer will adhere to the established vacation schedule subject to the needs of the service.

37

d. Two employees of the same work group, may voluntarily exchange part or all of their scheduled vacation by request subject to the needs of the service.

SECTION 34-4. If an employee is assigned to another work area, he shall be granted his originally scheduled vacation leave in his old work area unless granting such leave is inconsistent with the needs of the service.

SECTION 34-5. Annual leave other than scheduled vacations need not be scheduled, and subject to the needs of the service shall be granted when requested.

SECTION 34-6. The employer will maintain a record of instances where the employer requires an employee to take forced annual leave, and such record shall indicate the reason(s) for the action and shall be made available to a union representative upon request.

SECTION 34-7. Approved absence otherwise chargeable to sick leave will be charged to annual leave if the employee so requests. Leave approved and taken as sick leave may not be charged to annual leave.

ARTICLE 35

SICK LEAVE

SECTION 35-1. Subject to compliance with leave request procedures and medical and other administrative documentation requirements, sick leave shall be granted when the employee:

- a. Receives medical, dental or optical examinations or treatment.
- b. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth.
- c. Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental or optical examination or treatment.
- d. Provides care for a family member with a serious health condition.
- e. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member.
- f. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease.
- g. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow adoption to proceed.

38

SECTION 35-2. The amount of sick leave that may be granted to an employee during any leave year for the purposes described in Sections 35-1c. and e. may not exceed a total of 104 hours for a full-time employee. In the case of a part-time employee or an employee with an uncommon tour of duty, the number of hours of sick leave granted may not exceed that normally accrued by that employee during a leave year. To be granted sick leave during any leave year exceeding 40 hours, the employee shall retain at least 80 hours in their sick leave account. Part-time employees or those with uncommon tours of duty must retain an amount equal to twice the average number of hours in the employees scheduled tour of duty each week.

SECTION 35-3. A full-time employee may use sick leave of not more than 480 hours in a leave year for the purpose described in 35-1d (for part-time and employees with uncommon tours the maximum amount is equal to 12 times the average number of hours in his or her scheduled tour of duty each week). Amounts of sick leave used during the leave year for purposes described in

Section 35-1c. and e. are deducted from the available 480 hours. A full-time employee who uses 480 hours (or amounts available for part-time or employees with uncommon tours of duty) sick leave under 35-1d is not entitled to use additional sick leave under Section 35-1c. and e.

SECTION 35-4. An employee shall request advance approval for sick leave for the purposes of receiving medical, dental, or optical examination or treatment and to the extent possible for purposes stated in Sections 35-1 c., d., e. and g. When the medical condition makes an advance request for approval impossible, the employee will verbally request sick leave from the supervisor or designee on the first day of the absence, normally within the first 2 hours of the workday. Unless the medical condition is such that subsequent days of absence on sick leave are obvious, the employee will notify the supervisor by the fourth workday and provide an expectation of date of return to duty. If the employee is unable to return on the expected date, the supervisor will continue to be updated on their status.

SECTION 35-5. Sick leave absences for purposes described in Sections 35-1a., b., c., d., and f. exceeding 3 consecutive workdays will be supported by acceptable medical documentation. "Acceptable medical documentation" is defined as a statement signed by a health care provider (as defined in 5 CFR 630)

39

certifying that the employee was incapacitated for duty for the period of sick leave absence. Sick leave absences for purposes described in Sections 35-1e. and g. in excess of 3 workdays must be supported by documentation substantiating the purpose for the sick leave. If not furnished in advance, the medical or other documentation required by this section must be furnished the supervisor as early as practicable but not later than the second workday of employees return to duty.

SECTION 35-6. Because advance sick leave cannot be granted retroactively, the employee must request advance sick leave in writing prior to its use. Advanced sick leave may not be used to maintain the balance of 80 hours (or prorated amount required for part-time and employees with uncommon tours of duty) sick leave required in Section 35-2.

SECTION 35-7. Employees may also use sick leave in accordance with the Family and Medical Leave Act as codified in 5 CFR 630.

ARTICLE 36

MATERNITY/PATERNITY ABSENCE

SECTION 36-1. Maternity absence shall be treated like any other

medically certified temporary disability. Leave for this reason may be sick leave, annual leave, leave without pay or any combination thereof.

SECTION 36-2.

a. Upon request by an employee, the employer will consider granting an additional 65 days of annual leave or leave without pay for the purpose of aiding, assisting or caring for a newborn child subject to the needs of the service.

b. The employer shall provide gainful employment and make use of the employee's skills as long as the employee desires to work, subject to 5 USC 7106 (a)(2)(A).

c. Conditions of employment harmful to the health of the employee and unborn child, which cannot be modified, will require the employee to take annual leave or leave without pay.

SECTION 36-3. Upon request of a male employee, the employer will consider granting 65 days annual leave or leave without pay for the purpose of aiding, assisting or caring for his minor children or mother of the newborn child while she is incapacitated for maternity reasons subject to the needs of the service.

40

ARTICLE 37

VOTING LEAVE

SECTION 37-1. The parties encourage all employees to exercise their right to vote in all local, state and national elections.

SECTION 37-2.

a. The employer shall grant administrative leave, subject to the needs of the service, to permit employees to report for work 3 hours after the polls open or to leave work 3 hours before the polls close where the employee resides whichever requires the lesser amount of time off.

b. The employees shall give advance notice to the supervisor of their preference to report late or leave early. If the number of requests is more than can be approved for the specific period and a mutually satisfactory schedule cannot be established for all employees, then the employer shall make the determination of who shall be excused at the beginning of the shift or at the end of the shift by seniority.

SECTION 37-3. If an employee's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, sufficient time-off may be granted to enable the employee to make the trip to the voting place. Where more than 1 day is required, a liberal leave policy shall be observed, and time-off in excess of 1 day shall be charged to annual leave, if available, or to leave without pay.

SECTION 37-4. For an employee who votes in a jurisdiction which requires registration in person, time-off may be granted on the same basis as for voting.

ARTICLE 38

SERVICE TO EMPLOYEES

SECTION 38-1. Management agrees:

a. To provide verification of employment status and pay status, when employees request, for such uses as application for loans, jobs, schools, etc.

b. To provide verification, written or verbal, for employees, at their request, in connection with private insurance claims.

c. To complete forms when portions are specified to be completed by the employer in accordance with applicable laws, rules, and regulations.

41

ARTICLE 39

EXCUSED ABSENCES FOR CLIMATIC AND HAZARDOUS ROAD CONDITIONS

SECTION 39-1. The employer will determine when climatic or hazardous road conditions merit delayed employee arrival, early employee release or closing of the post. Employees assigned to essential base operations may be required to work in order to support necessary post functions to be determined by the employer. Administrative leave may be granted if circumstances justify as set forth in USAARMC Regulation 600-11.

SECTION 39-2.

a. The employer will determine when climatic or hazardous road conditions are such as to warrant announcement of special reporting instructions or excused absences. Decision to authorize excused absence up to 8 hours will be announced through official installation publications, telephone warning system, and/or radio announcements over radio stations WMMG, Brandenburg; WQXE and/or WIEL, Elizabethtown; WASE, Radcliff; WRZL, Vine Grove; and Louisville stations WHAS, and/or WAMZ; and

TV stations WHAS-TV, WLKY-TV, and WAVE-TV.

b. The employer will determine when employees are to be excused early from duty due to climatic or hazardous road condition. Decision to release early will be carried out as follows:

(1) All work units or elements will be notified by the employer.

(2) This notification constitutes authority to excuse employees without charge to leave in accordance with the staggered time schedule below, provided such release does not conflict with essential mission requirements:

(a) Employees residing 30 miles from Fort Knox or beyond (including Louisville and suburbs) will be released at H-hour. ("H-hour" will be the time for the first release. If specified, all employees will be released at H-hour).

(b) Employees residing 20-29 miles from Fort Knox (including Elizabethtown) will be released at H+30 minutes.

(c) Employees residing 10-19 miles from Fort Knox (including Vine Grove) will be released at H+1 hour.

(d) Employees residing less than 10 miles from Fort Knox (including Radcliff, Muldraugh, and on-post) will be released at H+1 1/2 hours.

42

ARTICLE 40

FEDERAL EMPLOYEES' COMPENSATION

SECTION 40-1. Occupational Injury or Disease.

a. Employees who are injured or contract an illness on the job will be provided medical care and compensation as provided by the Federal Employees' Compensation Act.

b. An employee who receives a disabling, job-related traumatic injury will be advised by management he is entitled to continuation of regular pay for the period of the disability, not to exceed 45 calendar days, unless the claim is controverted. If the controversion is approved by the Office of Workers' Compensation (OWC), those portions of the 45 days already remitted to the employee shall, at the employee's option, be charged to annual or sick leave or shall be considered an overpayment of pay within the meaning of 5 USC 5584.

SECTION 40-2. Examination, Evaluation and Treatment.

a. Medical care will be furnished by the employer through appropriate examination, evaluation and treatment within the capabilities of the "Medical Treatment Facility" (MTF) when an employee is injured or contracts an illness on the job. Employees who sustain a job-related traumatic injury will be furnished emergency medical transportation, if necessary. Injured employees will be routed directly from injury site to MTF without delay and will first report to the MTF [identified as either the Emergency Room, Ireland Army Hospital (ER, IAH) or the Occupational Health Service (OHS)] for examination, evaluation, and at employee's request, treatment. An employee will be examined and evaluated normally within 30 minutes. If the employee elects to receive treatment from his personal physician or a medical facility of his choice, he will be released and transported if necessary. Employees who contract a job-related illness will be provided forms necessary to request treatment and report to the MTF as soon as possible after discovery of the illness.

b. Management is responsible for providing the required OWC forms to the employee who in turn provides them to the MTF. At no time will these requirements impede the employee receiving prompt medical attention; if necessary the forms will be completed at the MTF.

c. The employee may elect to receive the necessary treatment within the MTF or a MTF Specialty Clinic or be referred to their personal choice of a physician. The employee will be released, if they desire, to go to their own physician.

43

SECTION 40-3. Processes and Procedures.

a. The employer will provide the appropriate forms and instructions to the employee which will provide for timely submission of information for the injury or illness identification and medical assistance.

b. Employees will be allowed to review CA-1 forms, after completion, at the work site and be allowed to have a union representative, designated in writing, to review same.

c. The employer shall process and pursue claims and provide requested information to OWC as soon as possible but not later than 90 calendar days after the request is made. The employee's activity will be required to furnish needed information for forwarding within 20 calendar days after requested.

ARTICLE 41

OCCUPATIONAL HEALTH SERVICE

SECTION 41-1. The employer will maintain an occupational health

service (OHS).

SECTION 41-2. The employer will staff the OHS in accordance with appropriate regulations.

SECTION 41-3. The employer will provide medical and surgical services.

a. An employee sustaining an occupational illness or injury caused by employment will be furnished necessary care and treatment as specified in Article 40.

b. Definitive diagnosis and treatment of non-occupational injury and illness cases are not the responsibilities of the occupational health service program except:

(1) In an emergency, the employee will be given attention required to prevent loss of life or limb or relieve suffering until placed under a personal physician's care.

(2) For minor disorders, first aid or palliative treatment will be given to reduce absenteeism and enable the employee to complete his current work shift before consulting a personal physician. Requests for repetitive treatment of non-occupational disorders should be discouraged.

(3) Simple treatments may be furnished at the discretion of the responsible physician whenever requested, in writing, by the employee's personal physician. Medications must be provided by the patient.

44

SECTION 41-4. Individual employee medical records will be carefully protected and private medical information (AR 40-2) will be treated in accordance with medical profession ethical standards. Medical records maintenance and disposition of these medical records will be in accordance with applicable regulatory guidelines.

SECTION 41-5. When an employee requires immediate attention through services of the OHS, that employee will be sent immediately to the health facility, or transported if condition warrants.

SECTION 41-6. Periodic medical examinations and evaluations will be provided for employees potentially exposed to health hazards in the work environment or who are assigned to positions requiring specific standards of physical fitness.

ARTICLE 42

SICK AND INJURED EMPLOYEES LIGHT DUTY POLICY

SECTION 42-1. Employees who are injured in the performance of duty and found to be temporarily physically unfit to perform their normal duties, but are able to perform light duty as determined by proper medical authority, may be given such duties by their supervisor under the following guidelines:

a. Light duty may be provided for the period specified by competent medical authority up to the first 30 days following medical determination that the employee can perform light work.

b. If after 30 days, the employee is still unable to resume the full duties of his assigned job, one of the following actions may be taken:

(1) If the employee can perform duties within his official position description with the exception of some duties such as limited climbing, stooping, bending, prolonged standing, etc., then the employer may assign these duties with specified limitations. If this type disability extends beyond 6 months, the employer will determine if some other appropriate action should be considered.

(2) If the employee cannot perform within his position description, a detail within the organization to the same or lower grade up to 120 days may be accomplished on SF 52 provided there is some type work he can perform. If no work is available within the organization, consideration will be given to detailing the employee to another organization. Such consideration will be in the best interests of the government in terms of missions of both activities involved and cost of compensation benefits versus cost of detail.

45

ARTICLE 43

CIVILIAN COUNSELING REFERRAL SERVICE AND ALCOHOL AND DRUG ABUSE COUNSELING

SECTION 43-1. The employer and the union will work together in good faith toward a common goal of helping all employees whose job performance appears to be affected by personal alcohol and/or drug related problems. The parties agree to encourage employees with such problems to seek and accept assistance from appropriate counseling or referral services.

SECTION 43-2. This counseling program will be administered by the employer in accordance with Chapter 5, AR 600-85, with the following exceptions:

a. Eligibility of employees to use civilian counseling services is referenced in paragraph 5-1d, AR 600-85. Services for probationary employees are limited to evaluation, referral and treatment on a space available basis.

b. The employer will provide annual training to union representatives. The training will provide the knowledge and ability to recognize problems and refer employees to the program.

c. The union shall be entitled to have membership on the Alcohol and Drug Intervention Council.

ARTICLE 44

SAFETY

SECTION 44-1. The employer will provide a safe and healthy work place for all employees in compliance with all applicable federal, state, local and OSHA standards that provide employees with the greatest protection and benefit. The union agrees to encourage employees to comply with safety practices and regulations.

SECTION 44-2. The employer shall provide emergency room and ambulance service for the immediate care of employees in case of on-base accident or illness when considered necessary by competent medical authority.

SECTION 44-3. When duties involving special hazards must be performed, the employer will provide reasonable training or indoctrination to the employees who will perform the duties concerning the hazards and the proper work methods. The employer agrees to furnish all special tools, protective clothing, and protective equipment when required. The union will assist in enforcing the use of protective measures and equipment.

46

SECTION 44-4. The employer recognizes its ultimate responsibility to resolve health and safety hazards.

a. Safety discrepancies will be corrected on a timely basis.

b. Suspected harmful substances or devices shall be promptly investigated by the employer.

SECTION 44-5. No employee shall be required to work alone or beyond the observation of another employee in areas or work situations where it is determined that the degree of hazard justifies the presence of another employee. The union may refer working areas or working situations to the installation safety manager for consideration under this provision. The employer shall inspect working conditions in question as soon as possible and determine whether the work should continue or be discontinued until the unsafe or unhealthy condition can be eliminated or adequately controlled.

SECTION 44-6. When it becomes known that an employee has suffered a disabling work related injury, the employer will notify the union within 2 working days. Accident reports, when requested, will be provided to the union within the purview of the Privacy and Freedom of Information Acts.

SECTION 44-7. The employer will maintain records of employees who are exposed to identified hazardous materials which exceed National Institute of Occupational Safety and Health or equivalently established threshold value limits. The employer will provide exposed employees physical examinations and testing on a scheduled basis based on national consensus standards. Further, the employer agrees to maintain procurement records and safety data sheets for a period of 3 years.

SECTION 44-8.

a. Working in tanks and voids including oil, gasoline, and grease-coated ballast tanks will be in accordance with 29 CFR 1910.146.

b. When employees are working within tanks and voids, the employer should furnish a guard at entranceway of tanks and voids.

SECTION 44-9. The employer will consult with the union when, in the opinion of either party, new material or processes considered hazardous are used.

SECTION 44-10. The employer and the union will work together on the prevention and correction of all accidents and unsafe working conditions.

47

SECTION 44-11.

a. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. When an employee has a reasonable belief that under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures the provisions of 29 CFR apply.

b. In these instances, the employee must immediately report the situation to management. Even though management believes the condition or corrected condition does not pose an imminent danger, it will request a safety inspection as well as contact the union. A union representative shall be afforded the opportunity to be present at the time the inspection is made. If after the inspection management determines the condition does not pose an imminent danger, management will issue a statement

that the area or assignment is safe. It is also understood that at any time management finds there is an imminent danger, management will consider stopping the work assignment until the imminent danger is removed.

SECTION 44-12.

a. The employer will maintain safe and healthy temperatures in office buildings.

b. Adequate ventilation shall be provided in offices so as to reduce harmful concentrations of chemicals and chemical irritants.

SECTION 44-13.

a. Employees regularly working with Visual Display Terminals may request vision screening from the Occupational Health Clinic no more frequently than every 12 months. These examinations shall be conducted on duty time.

b. Records of these exams shall be maintained in accordance with Article 41, Section 41-4.

SECTION 44-14.

a. Provisions of 29 CFR 1910.178 will be followed with respect to use of forklifts and other powered industrial trucks.

b. Industrial trucks shall be examined at the beginning of each shift and shall not be placed in service if the examination shows any condition adversely affecting the safety of the truck.

48

c. All areas will be adequately and evenly lighted so as to minimize eye strain and hazards due to poor lighting.

d. The employer will maintain safe and healthy temperatures in warehouses.

e. Whenever powered internal combustion machinery is used, regular monitoring will be done for carbon monoxide.

SECTION 44-15. The employer shall make regular and periodic industrial hygiene studies of environmental conditions which may impair employee health including excessive noise, dirt, vapors and other potentially harmful conditions.

SECTION 44-16. Upon request, the employer shall provide without charge copies of Material Safety Data Sheets to the union and potentially exposed employee(s).

SECTION 44-17.

a. The employer agrees to assure response to employee reports of unsafe and unhealthful working conditions and require an inspection in accordance with applicable regulations.

b. When post safety, occupational health or ergonomics team goes into a bargaining unit area for the purpose of conducting inspections they must contact the union office and afford the opportunity to be present at the time inspection is made. A copy of all recommendations will be sent to union office.

c. The employer agrees to post, in accordance with applicable regulations, notices of hazardous conditions discovered in any workplace. This notice shall be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected or three days have elapsed, whichever is longer. Such notices shall contain a warning and description of the unsafe or unhealthful working conditions and any required precautions required by applicable regulations.

d. The employer agrees to assure prompt abatement of unsafe or unhealthful working conditions. When this cannot be accomplished, the employer agrees to develop an abatement plan setting forth a timetable for abatement and a summary of interim steps. Employees exposed to such conditions shall be informed of the abatement plan.

SECTION 44-18.

a. The employer shall assure the right of anonymity for those employees or stewards who report an unsafe or unhealthful working condition.

49

b. The employer shall ensure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in an agency occupational safety and health program.

SECTION 44-19. The employer agrees to permit labor representatives to participate in activities and attend meetings of Field Federal Safety Councils in the activity's area.

SECTION 44-20. Asbestos handling. Asbestos handling will be conducted in accordance with OSHA regulations.

ARTICLE 45

EXCHANGE FACILITIES

SECTION 45-1. Employees shall be allowed to use authorized exchange concession snack bar and lunch facilities during appropriate periods.

ARTICLE 46

CHILD CARE CENTER

SECTION 46-1. The employer agrees that bargaining unit employees may utilize existing or new facilities subject to the established procedures of the center.

SECTION 46-2. The cost for use of the facilities will be borne by the user and will be at the rate established by the center.

SECTION 46-3. Utilization will be on a first come first serve basis under the provisions of AR 608-1.

SECTION 46-4. During an emergency situation, the employer will consider the child care needs of employees.

ARTICLE 47

SOLICITATION

SECTION 47-1. Command authorized savings bond and charitable drives will be actively supported by the parties.

SECTION 47-2. No employee will be coerced to contribute to any savings bond or charitable drive.

SECTION 47-3. Prior to any such solicitation or campaign the union shall be provided copies of campaign material. The union shall be allowed to distribute materials in accordance with Article 14.

50

ARTICLE 48

UNION REPRESENTATION ON COUNCILS, COMMITTEES, AND PANELS

SECTION 48-1. Union participation on committees, councils and panels is encouraged to the extent that it does not interfere with management rights under 5 USC 7106. Participation will be as follows:

- a. A nonparticipating observer on committees.
- b. A member on all committees, councils or panels, in existence or to be formed, that make recommendations affecting the conditions of employment of bargaining unit employees.

c. Organizational employee councils, in existence or to be formed, may not make decisions or recommendations affecting bargaining unit employees' conditions of employment without union agreement.

ARTICLE 49

CHANGES IN WORKING CONDITIONS

SECTION 49-1. The parties recognize that in addition to the provisions of this agreement, constant changes occur that impact on bargaining unit employees and management has the obligation and the union has the right to negotiate these changes before they are implemented. It is further recognized that while obligations and rights can be mandated, relationships cannot. The following procedures are agreed upon with the dual interest of facilitating relationships and assuring obligations are met and rights protected.

SECTION 49-2.

a. The employer agrees that, absent compelling reasons to the contrary such as short time constraints or sensitivity of information, the union will be provided an opportunity period during the formation of policies, practices or matter affecting conditions of employment of bargaining unit employees, to comment or provide input to the proposed change.

(1) Employee working conditions concern many different matters including such issues as the working environment and working hours. A contemplated move to a different building would affect employee working conditions. Organizational realignments and position abolishment, change in break or lunch areas, changes in the methods of technology of performing work,

51

change in operating hours, and a new requirement for safety equipment are other examples of changes affecting working conditions. A good rule is if you can foresee a planned change will affect a bargaining unit employee in any way, then notification to the union is necessary.

(2) The union should be invited to comment and provide input to contemplated changes during the staffing stage. Although you may have a general concept or plan, at this point in the process you solicit and entertain ideas from other sources within your organization and from applicable installation staff. It is during this stage of the process the union should be invited to submit their input. The union is a valuable source since they can provide input on behalf of the bargaining unit employees they represent.

(3) This opportunity period does not constitute a notification of actual proposed changes under 5 USC, Chapter 71 prior to implementation. Once a change has been staffed and approved, there is still an obligation to notify the union and negotiate the change or its impact on bargaining unit employees regardless of whether union input was received or accepted. This must be done through the procedures of Section 49-3.

b. The early involvement of the union normally facilitates the negotiations process required before implementation of a change that affects bargaining unit employees. It is more productive to work through this process and deal with the issues and concerns than to work against it and face the conflict that may result from an unfair labor practice charge or a grievance.

SECTION 49-3.

a. The employer shall, at least 15 calendar days in advance of a change(s) that impacts on bargaining unit employees, notify the union in writing of the proposed change(s).

b. The union will within 7 calendar days after receipt of the notice:

- (1) meet with the employer and negotiate the proposed changes or,
- (2) provide written agreement to the proposed change or,
- (3) request an extension, as appropriate.

c. If, within 7 calendar days after the initial negotiations, the parties cannot agree, either party can take the issues to impasse or mutually agree to continue negotiations.

52

SECTION 49-4. If within 5 calendar days of receiving notice or becoming aware of a change that impacts on bargaining unit employees the union feels that management has failed to meet its obligation under Section 49-2, prior to implementation of the change, the union can request the Management Chief Negotiator for extended time frames. The union and management Chief Negotiators will discuss the issue and arrive at agreeable extended time frames. The Management Chief Negotiator will apprise the appropriate Commander/Director of the decision. The time frames of Section 49-3 do not begin until the end of the extended time frame.

SECTION 49-5. Any change will be deferred until agreement is

reached unless management provides written notice to the union explaining the overriding exigency of business that requires the change to be implemented and addressing which of the union's proposals will or will not be implemented.

ARTICLE 50

UNION-MANAGEMENT LUNCHEON MEETING

SECTION 50-1. Monthly meetings shall be held between representatives of the union and employer to discuss matters of mutual interest to both parties. The meetings will be held in conjunction with lunch between the hours of 1130 and 1330 on the last Thursday of each month at a place mutually agreed to.

SECTION 50-2. At least 15 days prior to each meeting, the designated representatives of each party will meet and mutually agree to the agenda for the upcoming meeting.

SECTION 50-3. Each party will determine who shall attend the meeting as its representatives.

SECTION 50-4. Classes of mutual interest may be incorporated into this meeting. In such cases, the time frames shall be extended as necessary.

ARTICLE 51

INFORMATIONAL PICKETING

SECTION 51-1. The union, at their discretion, shall be allowed to establish informational picketing at the outside of each active checkpoint to Fort Knox.

SECTION 51-2. Management shall be notified prior to establishing pickets.

53

SECTION 51-3. Persons shall be allowed to participate in this picketing on annual leave, leave without pay, or on off-duty time, subject to the operational need of the employer.

SECTION 51-4. Leaflets and other material may be handed out and media coverage shall be allowed during this time so long as it does not restrict operations of this installation.

SECTION 51-5. No more than one sign per person will be allowed during picketing.

ARTICLE 52

TIME ATTENDANCE REPORT

SECTION 52-1. The employee will have access to his time and attendance report.

SECTION 52-2. If office chiefs and commanders of organizations and activities designate time and attendance (TA) clerks, the employees of those organizations will be informed, in writing, of those clerks authorized to maintain TA cards. The names of the TA clerks will be furnished, in writing, to the union.

ARTICLE 53

EMPLOYEE PERSONNEL FILE (ATZK-CP 7B)

SECTION 53-1. An employee or his designated representative shall be, upon written request by the employee, given access to inspect or provided a copy of appropriate documents contained in the employee's official personnel folder. The employee's official personnel folder will not be made available to anyone except as provided for by laws or regulations. A copy of the employee's automated employee master record (EMR) will be provided the employee upon request.

SECTION 53-2. The Employee Record Card (ATZK-CP 7B, hereinafter referred to as 7B) serves as a "mini" record and will be maintained on each employee at the lowest echelon practicable in conformance with the following: The employer should maintain the 7B card to the maximum extent possible so as to preclude access by any persons who have no official need for the information contained on the 7B card. The card must be convenient for making frequent entries and for easy review by the Fort Knox CPAC, higher level supervisors and others authorized to make such a review.

SECTION 53-3. The 7B card shall be kept currently posted with the sort of information listed below, thus providing at the operating level a single source of information concerning an employee's service history.

54

- a. Personnel actions (SF 50, DA Form 2515 or other authentic notices from the Fort Knox CPAC or South Central Civilian Personnel Operations Office).
- b. Annual Performance Ratings (after approval).
- c. Training received.
- d. Home and emergency address.
- e. Any other information concerning the employee's service history, provided the employee is informed in advance, then such information shall be posted on the 7B card.

SECTION 53-4. Upon request, an employee and/or his representative shall be permitted to review the employee's 7B card.

SECTION 53-5. Nothing of adverse or derogatory nature shall be entered on an employee's 7B card or placed in the personnel file without the employee's knowledge.

SECTION 53-6. All official documents pertaining to an employee shall receive prompt disposition.

SECTION 53-7. Operating or work folders will be established in accordance with 5 CFR Part 293.

SECTION 53-8. When the employer uses all available lines in item 15 of the 7B card, the current employment record shall be continued on a plain sheet of bond paper.

ARTICLE 54

DUES WITHHOLDING

SECTION 54-1. Any employee in the bargaining unit may authorize a voluntary allotment of pay for the payment of union dues provided the employee has voluntarily submitted a properly completed Request for Payroll Deductions for Labor Organization Dues and has a sufficient amount of net pay remaining to cover the amount of the allotment after all other legal and required deductions have been made. There shall be no cost to the union for dues deduction.

SECTION 54-2. The union will process all voluntary authorizations and forward the forms to the Fort Knox CPAC. Deductions will commence upon the first full pay period following receipt in the Fort Knox CPAC.

SECTION 54-3. Union dues will be withheld from each regular payroll. The amount to be withheld will be the amount that the

55

union determines as the regular biweekly dues of that member. When the amount of regular dues is changed by the union, the chief of the applicable civilian pay section will be notified, in writing, by the president of the union of the rate of the amended dues structure. The amended amount will be put into effect at the beginning of the first full pay period following receipt of the notice by the chief of the applicable civilian pay section. Only one such change may be made in any calendar year.

SECTION 54-4. The employer will terminate an allotment when:

- a. The union loses exclusive recognition.

b. An employee may elect to withdraw the authority to withhold dues from his pay on his first anniversary date, one year from the effective date of his allotment, or each year thereafter on his anniversary date, provided that said employee submits a SF 1188 to the applicable civilian pay section no earlier than 30 days prior to his anniversary date. The SF 1188 must be dated by the employee no earlier than 30 days prior to their anniversary date. It must also be submitted and received by the applicable civilian pay office within the 30-day time frame. Said revocation shall become effective the first full pay period after the anniversary date.

c. Notification is received that an employee has been suspended or expelled from the union.

SECTION 54-5. The employer will make remittances of all dues withholding and related reports as follows:

a. Remittances will be made not later than 3 working days following the day on which the related salaries are paid to the employees.

b. The employee organization dues report will be furnished directly to AFGE, Local 2302.

SECTION 54-6. Errors in dues withholding will be corrected and adjusted within 30 days after discovery of the error. If the union is not scheduled to receive a remittance check after discovery of the error, the union will refund the amount of the error within 30 days.

ARTICLE 55

EMPLOYEE LIST

SECTION 55-1. The employer shall furnish the union a list of the names of the bargaining unit employees on a monthly basis.

56

SECTION 55-2. Management shall furnish the union with a list of employees assigned to specific shifts upon request.

ARTICLE 56

REPORT OF SURVEY

SECTION 56-1. Employees shall be allowed a union representative during any part of a report of survey in which the employee participates.

SECTION 56-2. The decision of the approving authority shall be

grievable in accordance with this agreement.

SECTION 56-3. Copies of all information considered by the approving authority shall be furnished the employee or his representative upon request.

ARTICLE 57

COMMERCIAL ACTIVITIES

SECTION 57-1. Management agrees to consult with the union regarding any review of a function for contracting out within the bargaining unit as allowed by law, rule, regulation, OMB CIR A-76 and this agreement.

SECTION 57-2. If unit work is contracted out and unit employees are displaced, management will consider minimizing the impact on employees. Maximum retention of career employees may be achieved by considering attrition patterns and restricting new hires.

SECTION 57-3. Upon request of either party, meetings will be held, no more frequently than monthly unless mutually agreed otherwise, to provide the union with information on CA decisions affecting bargaining unit employees.

SECTION 57-4. At the request of the union, management shall release information not prohibited by laws, rules or regulations, on commercial activities studies affecting bargaining unit employees. The information shall be provided at no cost to the union.

SECTION 57-5. Once an activity containing bargaining unit employees is to be considered a possible candidate for commercial activity review or has been announced to Congress for study, the union will be afforded the opportunity to be represented at discussions which are not an integral part of

57

management's deliberation process or are not prohibited by laws, rules, or regulations, leading up to and including opening bids (advertised procurements) and walk-throughs.

SECTION 57-6. Briefings will be held with affected bargaining unit employees for the purpose of providing information concerning CA studies. The union will be given an opportunity to attend such briefings.

SECTION 57-7. The union may independently suggest cost reducing changes to the in-house operation.

SECTION 57-8. This article may be opened at any time at the request of either party.

ARTICLE 58

MOBILIZATION CONDITIONS

The employer will accept union input on mobilization situations at the earliest possible time and consider such input consistent with the situation and as permitted by law. Such input will be given maximum consideration possible commensurate with the situation.

ARTICLE 59

EMERGENCY PLANS

The employer will accept union input on emergency situations and consider such input as early as possible consistent with the situation and as permitted by law.

ARTICLE 60

PERFORMANCE MANAGEMENT

SECTION 60-1. References:

5 CFR 430 - Performance Management.

5 CFR 432 Performance Based Reduction in Grade and Removal Actions.

Department of the Army Regulation 690-400, Chapter 4302.

Department of the Army Pamphlet 690-400 TAPES Chapter 4302.

Title 5 USC Chapter 54 Performance Management and Recognition System.

58

Title 5 USC Chapter 43 Performance Appraisal.

Title 5 USC Chapter 45 Incentive Awards.

Title 5 USC Chapter 41 Training.

SECTION 60-2. The Performance Management System shall be administered in accordance with DA Pamphlet 690-400; this agreement, and applicable laws, rules, and regulations.

SECTION 60-3. Performance evaluation report periods shall be

1 November to 31 October.

SECTION 60-4. All employees shall be provided training on Total Army Performance Evaluation System (TAPES), Individual Development Plan (IDP), and Department of Army Ethics and Values, in accordance with regulations, and Fort Knox policy. This does not absolve management of face to face discussions with employees.

SECTION 60-5. Employees shall be provided written organizational goals, mission requirements, supervisor's performance support form, and job description or Integrated Core Document (ICD), five days prior to initial face to face discussion and generation of individual standards/objectives of Performance Plans.

SECTION 60-6. Management shall request and consider employee input in developing performance plans and provide the employee a copy of the finalized plan. Any written comments provided by the employee shall be retained with the performance plan.

SECTION 60-7. All employees shall have the opportunity to have a union representative present for initial or subsequent face to face performance standards/objectives sessions, if the employee so desires.

SECTION 60-8. If changes occur which impact on an employee's job description or performance standards, the employee's position description shall be updated and submitted to the Fort Knox CPAC within 30 work days.

SECTION 60-9. Management shall make every effort to identify position appropriate training which may enhance employee performance, improve employee morale, and enhance employee opportunity for career development. All employees shall be provided the opportunity to input to their IDP and be provided a copy of the proposed IDP. Training and Development shall be administered in accordance with the Labor Management Agreement, applicable regulations, rules and policies.

59

SECTION 60-10. Employees shall be allowed to request known available training to the employer for their IDP. Any training denied shall be explained, in writing, if requested by the employee.

SECTION 60-11. Any employee questions regarding the position description or the ICD which are not satisfactorily resolved by the first line supervisor, may be referred, in writing, in accordance with Article 15, Section 15-6, to an official for consideration prior to the performance plan being validated.

SECTION 60-12. Any employee questions regarding the performance plan may be referred, in writing, to the reviewing official. This should not be interpreted to allow employee grievances of performance standards until they are applied.

SECTION 60-13. The employee shall be provided an accurate and complete copy of any and/or all documents used during the face to face discussions regarding performance evaluations and standards during the rating period.

SECTION 60-14. All employee's standards shall be attainable, shall not be improperly absolute and must permit an accurate measurement of performance.

SECTION 60-15. An employee may request, in writing, and shall receive in writing within 5 workdays, a progress review at any time during the rating period.

SECTION 60-16. Employees shall be afforded the opportunity to provide written documentation of significant contributions in support of the objectives/goals prior to the end of yearly evaluation. Accomplishments shall be documented on plain bond paper and shall be made a part of the evaluation process, and management shall consider the input.

SECTION 60-17. Employees shall have 5 work days to review the evaluation report form prior to signing and dating. If an employee requests a written explanation of the specific basis for an objective rating, the 5 work day time limit to sign and date shall not start until the requested information is received.

SECTION 60-18. Management shall initiate a performance improvement plan (PIP) and the employee must have sufficient opportunity to complete the plan, prior to an assignment of a "failed" objective or standard. The PIP must include specific information for an individual to recognize the portion(s) of the objective or standard requiring improvement and what improvement is sufficient to receive a "successful."

60

SECTION 60-19. Extensions - All employees shall be provided at least 120 days to work under approved standards for their permanent position. If ample time is not available, within the rating period, a request for extension to meet this requirement shall be forwarded to the Fort Knox CPAC.

SECTION 60-20. Details - Employees shall be provided performance plans and special performance evaluations for all details that are 90 days or longer in duration. These

evaluations shall be included in the regular annual performance evaluation process and shall be administered in accordance with DA Pamphlet 690-400, this agreement, and applicable laws, rules and regulations.

SECTION 60-21. Temporary Promotions - Employees shall be provided performance plans and special performance evaluations for all temporary promotions. These shall be administered in accordance with DA Pamphlet 690-400, this agreement, and applicable laws, rules and regulations.

SECTION 60-22. The time limits for a performance grievance shall not start until the employee has received his signed copy of his performance rating.

SECTION 60-23. Performance awards shall be in accordance with applicable regulations, rules, policy and the Collective Bargaining Agreement.

SECTION 60-24. Any employee dissatisfied with an objective rating or overall performance rating on any performance evaluation report which is not resolved, may request a review by the Performance Evaluation Panel.

SECTION 60-25. The Performance Evaluation Panel shall hear employee grievances of performance evaluations. It shall be comprised of one management official, the Union President or designee and one disinterested third party, as agreed to by the Union President and the Management Chief Negotiator.

a. Within 15 work days of the employee becoming aware of a grievance concerning a performance management issue or the latest occurrence of a continuing grievance of such an issue, the employee or their union representative, may submit their written grievance to the Fort Knox CPAC.

b. Complaints referred to the panel shall only be under the scope of Army Regulation 690-400, Chapter 430, Department of the Army Pamphlet 690-400, Chapter 430, and this article.

c. This process shall replace the first informal and both formal steps of Article 15. The panel's decision may be

61

appealed by either party to arbitration as set forth in Article 16.

d. The panel shall meet when three complaints are received or at least within 30 calendar days after receipt of a grievance.

e. The employee or their union representative shall have

30 minutes to present their total case, to include all documentation upon which a complaint is based. The employee or union representative shall be allowed to rebut new information presented by management.

f. Management shall have 30 minutes to present their total case, to include all documentation their decision was based on.

g. Only one spokesperson shall be allowed for either party when presenting their case.

h. The panel shall have 30 minutes to decide the case, except in those cases in which the panel determines it needs additional information. In no case shall the panel's decision be rendered later than 10 workdays after hearing a grievance. The panel may recommend action needed to correct similar or future problems.

ARTICLE 61

MERIT PROMOTION PROGRAM

SECTION 61-1. The Merit Promotion Program shall be administered by Fort Knox Regulation 690-5, this agreement, applicable laws, rules and regulations.

SECTION 61-2. The union shall be notified each time a bargaining unit employee is referred to fill a position by expanded merit promotion.

SECTION 61-3. Management shall notify the union prior to correcting a Merit Promotion and Placement action error.

SECTION 61-4. Management shall provide ineligible bargaining unit employees, on written request, written information concerning how they failed to meet the qualification standards of a position for which the employee failed to qualify.

SECTION 61-5. Upon request, the union shall be provided copies of the job description and performance standards of positions, if they exist, to which employees are referred.

62

SECTION 61-6. This article may be opened by either party after June 1, 2001.

ARTICLE 62

EMPLOYEES WITH DISABILITIES

SECTION 62-1. This article, applicable laws, rules and regulations will be the vehicle through which disabled employees are placed, advanced, and retained in the Fort Knox work force.

SECTION 62-2. Whenever an employee develops a disabling condition which precludes performance of assigned duties, worksite modification or elimination/restructuring of duties which prevent full performance of the job will be considered prior to reassignment, retraining, or other placement efforts. Efforts to modify/restructure the job or reasons why these actions cannot be accomplished will be documented in writing.

SECTION 62-3. Employees who develop disabling conditions (both on and off the job) which preclude full performance of duties and whose condition cannot be accommodated in their current position will be provided appropriate counseling and considered for reassignment at the same grade or change to lower grade to other work which the employee can perform. Such employees can be detailed to new positions on a trial basis.

SECTION 62-4. Disabled employees will be considered through Merit Promotion procedures for higher grade positions.

SECTION 62-5. Management agrees to comply with government-wide regulations and guidance concerning accommodations for disabled employees.

SECTION 62-6. All personnel actions will be detailed to provide an audit trail.

SECTION 62-7. Actions taken to retrain or rehabilitate employees who become disabled will be publicized internally. Changes in policies will continue to receive appropriate publicity.

SECTION 62-8. Employees who become disabled will be referred to State Vocational Rehabilitation Agencies for consideration for rehabilitation services which may enable them to continue employment.

SECTION 62-9. Upon specific request from the employee, the employer will seek the assistance of other Army and Federal activities at which the employee is willing to work, in an effort to provide continued employment.

ARTICLE 63

INCENTIVE AWARDS

SECTION 63-1. The primary objectives of the Incentive Awards Program are to maintain consistency in the number and types of

awards granted, ensure fair and equitable distribution and improve the image and motivating factors of the award program in general. The Incentive Awards Program shall be administered in accordance with applicable laws, rules and regulations and this article.

SECTION 63-2. Each Commander/Director will develop their own plan with the involvement of a cross section of employees in their organization. The final plan will include involvement of employees in the nomination and review process prior to approval of awards.

SECTION 63-3. All organizations from the lowest level to the highest level will ensure that awards program results are consistent in terms of total dollar amounts and number granted, in accordance with established fiscal year program objectives.

SECTION 63-4. Accountability.

a. All plans shall be staffed through the Union and Fort Knox CPAC for adherence to the objectives. Any conflicts will be resolved by the Commander/Director.

b. Each Commander/Director will report to the CG quarterly through the Quarterly Training Review, Review and Analysis or other established forum on the number and types of awards. This will reflect the distribution of awards by grade level and other appropriate demographics to the organization and include all types of awards to include honorary and time-off awards.

SECTION 63-5. Awards above the delegated level to Commanders/Directors will be staffed through CPO and the Union for comment for CG approval.

SECTION 63-6. Award nominations are not limited to management. Employees are encouraged to nominate their coworkers for all types of awards, either as individuals or as a group. Nomination forms will be developed and available to employees in their work area. Management will give due consideration to all nominations submitted by their employees. Any nomination submitted by an employee, that is not endorsed and formally submitted by the first-line supervisor, will be reviewed by the next higher level supervisor.

64

SECTION 63-7. Submission of award nominations, by employees and supervisors, will be a continuous process throughout the year (except for performance awards and quality increases) rather than a once a year effort.

SECTION 63-8. All awards will be presented in a public manner

at a ceremony commensurate with the level of the award. Management will consider employee requests to decline participation in such ceremonies. Formal awards will be published through media that ensure wide-spread publicity of the recognition presented.

SECTION 63-9. No employee or manager shall nominate or be involved in the approval process of an award that would be considered a conflict of interest as defined by Article 7.

ARTICLE 64

INCENTIVE AWARDS CEREMONIES

The union shall be afforded the opportunity to have a representative at all incentive awards ceremonies held for employees of the bargaining unit. The employer agrees to notify the union, in writing, of the awards, recipients, date, time, and place of said ceremony at least 3 work days in advance.

ARTICLE 65

PARKING

SECTION 65-1. Management agrees that it will designate no more than 10% of the available parking spaces in parking areas available to bargaining unit employees. This limitation does not apply to parking areas servicing fewer than 10 bargaining unit employees. Notice to the union is not required in these cases. When management's needs exceed 10% in a parking area, they may reopen this section.

SECTION 65-2. Management will ensure adequate parking spaces are designated for handicapped employees that provide the nearest access to their work site. All designated handicapped parking spaces will not count against the 10% limitation.

SECTION 65-3. The USAARMC Headquarters (Bldg 1101) parking lot and HQ, USAREC (bldg 1307) southeast parking lot are specifically exempt from this article except the provision of designated handicap parking will be provided.

SECTION 65-4. This article supersedes all previous parking agreements and understandings.

65

ARTICLE 66

TECHNOLOGICAL CHANGES

SECTION 66-1. The employer shall provide the union advanced notification of technological changes. Notification will

normally be 6 months in advance of the change, unless compelling reasons preclude such advance notice in which case the union will be provided as much notice as practical.

SECTION 66-2. The employer will meet with the union and negotiate the impact and implementation of technological changes. Negotiations may include but are not limited to the impact of:

- a. Timing of changes.
- b. Health and safety changes.
- c. Training requirements.
- d. Job assignments.

ARTICLE 67

DURATION AND TERMINATION

SECTION 67-1. This agreement shall take effect 30 days from signature, subject to the provisions of 5 USC 7114(c). This agreement will remain in effect for three years. It will remain in effect for yearly periods thereafter, automatically renewing itself on the effective anniversary date unless either party gives written notice not more than 60 calendar days prior to the expiration date. Upon receipt of this written notice both parties shall meet within 30 calendar days to begin negotiations.

SECTION 67-2.

a. After the agreement has been in effect for at least 6 months, it shall be opened for amendment or supplement only by mutual agreement of the parties. However, either party may open not more than four articles each during the term of this contract.

b. In addition, this agreement shall be opened for amendment when the agency is directed by laws, government-wide rules or regulations or sustained compelling need which would invalidate any provision of this agreement. However, in this case only the invalidated provision shall be opened for amendment in accordance with 5 USC 7117.

SECTION 67-3. Any supplements or amendments to this agreement that are entered into by the parties shall become a part of and shall terminate at the same time as this agreement unless otherwise expressly agreed to, in writing, by the parties.

ARTICLE 68

PRINTING AND DISTRIBUTION OF AGREEMENT

SECTION 68-1. Management shall provide each present bargaining unit employee with one copy of this Agreement. In addition, at the employee's request, one additional complete copy will be furnished to the employee in case the original is lost, stolen, etc.

SECTION 68-2. The union shall be furnished 300 additional copies and copies will be furnished all new bargaining unit employees.

SECTION 68-3. The agreement shall be printed in the 4X6 inch and 8 $\frac{1}{2}$ x11 format. The 8 1/2x11 format will be distributed to employees. One 4X6 format will be provided an employee upon request.

ARTICLE 69

DEFINITIONS

SECTION 69-1. Any terms used in this agreement that are not defined in 5 United States Code, Chapter 71 or in this article shall be interpreted as defined in the current edition of the "Black's Law Dictionary".

SECTION 69-2. The following list of definitions shall be used in applying terms that appear in this agreement.

a. Confidential employee: An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

b. Employee: Any individual employed by the employer, in a bargaining unit, represented by the union.

c. Employer: The U.S. Army Armor Center, HQ, US Army Recruiting Command (including ASG); U.S. Army Medical Department Activity; U.S. Army Dental Activity; and U.S. Army Veterinary Activity.

d. Formal discussion: That definition as established by 5 USC 7114 and case law.

67

e. Management official: An individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine,

recommend or influence the policies of the agency.

f. Party: The employer and the union as defined in this article are the only parties to this agreement.

g. Supervisor: An individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment and as further stated in 5 USC 7103(10).

h. Union: Local 2302, American Federation of Government Employees, AFL-CIO.

i. Union member: Any individual recognized as a member by the union.

j. Dues: Periodic amount of money, as may be required, to maintain a member in good standing in the Union.

k. Seniority. Unless otherwise specified, the service computation date shall be used to determine seniority.

REQUEST/APPROVAL/USAGE OF OFFICIAL TIME

PART I. REQUEST FOR OFFICIAL TIME FOR REPRESENTATIONAL ACTIVITIES

REPRESENTATIVE'S NAME (TYPE OR PRINT) HOURLY RATE ORG/PHONE NO.

DATE AND TIME OF BUSINESS DESTINATION ESTIMATED TIME

REPRESENTATIVE'S SIGNATURE DATE: _____ TIME: _____

APPROVED _____ DISAPPROVED (SEE COMMENTS BELOW) _____

COMMENTS _____

MANAGEMENT OFFICIAL'S SIGNATURE/PHONE NO. DATE TIME
* * * * * * * * * * * *

PART II. PURPOSE FOR WHICH OFFICIAL TIME WAS USED.
(Indicate hours or fraction thereof used by category)

- (Hours Used)
- () A. GRIEVANCE/APPEALS
 - () B. FORMAL DISCUSSIONS/WEINGARTEN
 - () C. MIDTERM NEGOTIATIONS TABLE TIME
 - () D. MIDTERM NEGOTIATIONS PREPARATION TIME
 - () E. ULP PROCEEDINGS
 - () F. TRAINING
 - () G. CONTRACT NEGOTIATIONS
 - () H. OTHER (SPECIFY) _____

ACTUAL TIME LEFT ACTUAL TIME RETURNED REPRESENTATIVE'S INITIALS/DATE SUPERVISOR'S INITIALS/DATE

DISTRIBUTION WHEN COMPLETED: ORIGINAL TO SUPERVISOR FOR FILE
COPY TO AFGE REPRESENTATIVE
COPY TO PRESIDENT, AFGE LOCAL 2302

OFFICIAL TIME USAGE

- A. GRIEVANCE/APPEAL Include time investigating and processing grievances under the LMA to include arbitration when applicable. Include time spent on appeals to MSPB, EEO complaints, and any other complaints and appellate processes.
- B. FORMAL DISCUSSIONS/ Time involved in attending formal discussions and investigative examinations with employees.
- C. MIDTERM NEGOTIATIONS Actual time spent at the bargaining table for midterm negotiations. Include formal negotiations over a proposed change in activity policy, informal negotiations and impact and implementation bargaining.
- D. MIDTERM NEGOTIATIONS Time spent in preparing and developing proposals for above midterm bargaining subjects.
- E. ULP PROCEEDINGS Time spent investigating and filing unfair Labor practice charges, serving as a witness at formal hearings, etc.
- F. TRAINING Union representative training.
- G. CONTRACT NEGOTIATIONS Negotiations held on reopened provisions of the LMA.
- H. OTHER (specify) All other official representation functions to include Union-Management luncheon, CA briefings, OSHA walk-arounds, Labor-management committee meetings.

- Requests received more than 72 hours in advance shall be approved or disapproved within a reasonable amount of time but no more than 3 working days from date of request.

- Requests received between 48-72 hours in advance shall be approved or disapproved within 24 hours of request.

- Requests received between 12-48 hours in advance shall be approved or disapproved within 4 working hours.

- Requests received less than 12 hours in advance shall be approved or disapproved immediately.

- Time shall be reported in 1/10-hour (6 minute) increments (e.g. 1.2 hrs).

DIANNE S. HIBBS
Chief Negotiator

MICHAEL LOCKLIN
President, AFGE Local 2302

JAMES WEISE
HQ, USAREC

JAMES STREET
Executive Vice-President
AFGE Local 2302

MAJOR FRANK REYNOLDS
Armor School

NORMAN HAUCK
Armor Center/MEDDAC Vice-
President, AFGE Local 2302

PAUL F. FORTE
Colonel, DC
Commanding

JONATHAN C. FRUENDT
Colonel, MC
Commanding

DENNIS D. CAVIN
Major General, USA
Commanding General

B.B. BELL
Major General, USA
Commanding General

Date: 5 March 2001

APPROVED BY THE DEPARTMENT OF DEFENSE ON 20 APRIL 2001