

NEGOTIATED AGREEMENT

BETWEEN:



**Office of the Secretary of Defense
Washington Headquarters Services
Real Estate & Facilities Directorate**

and



**American Federation of Government Employees
- Local 2456 -**

Effective: 7 July 1988

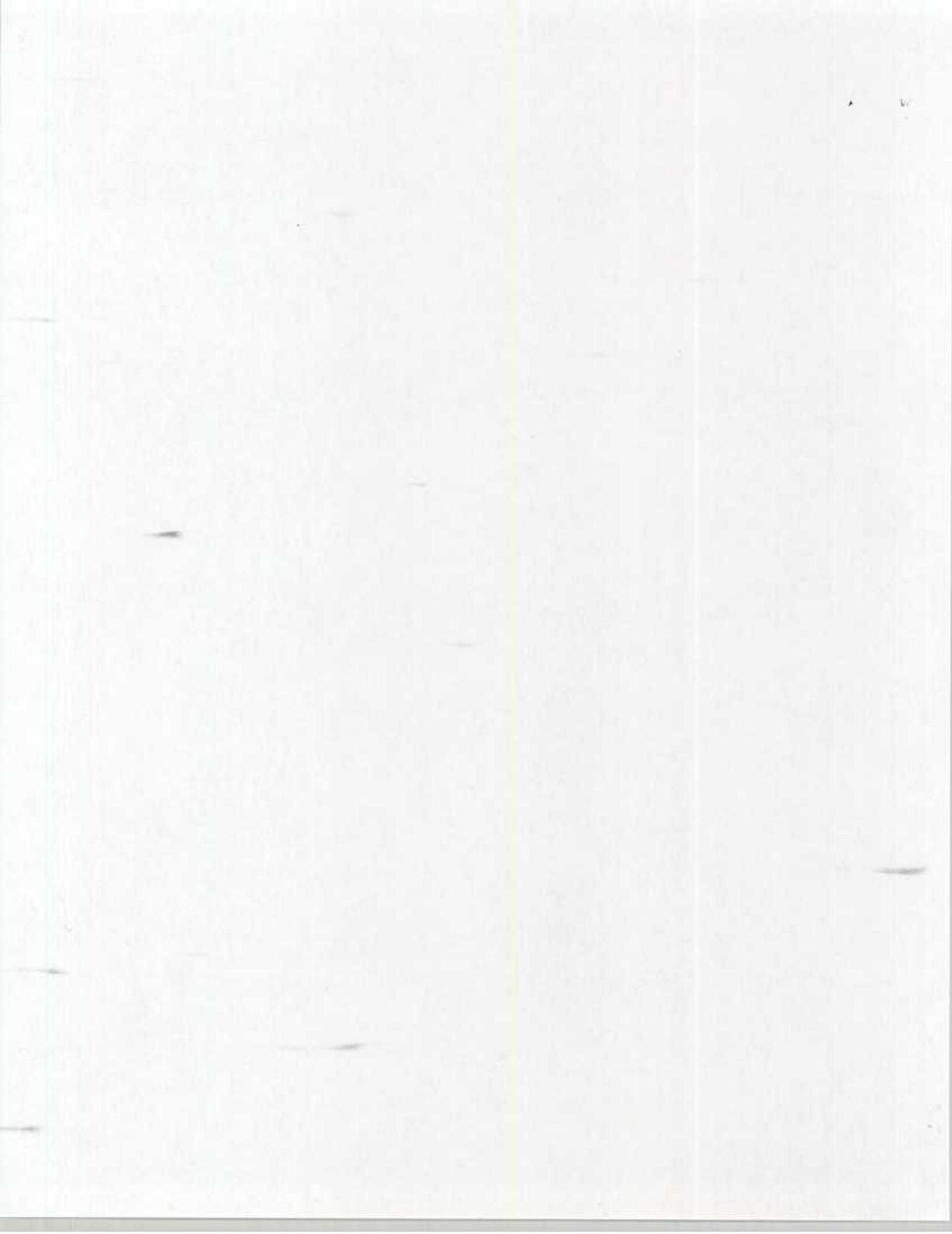
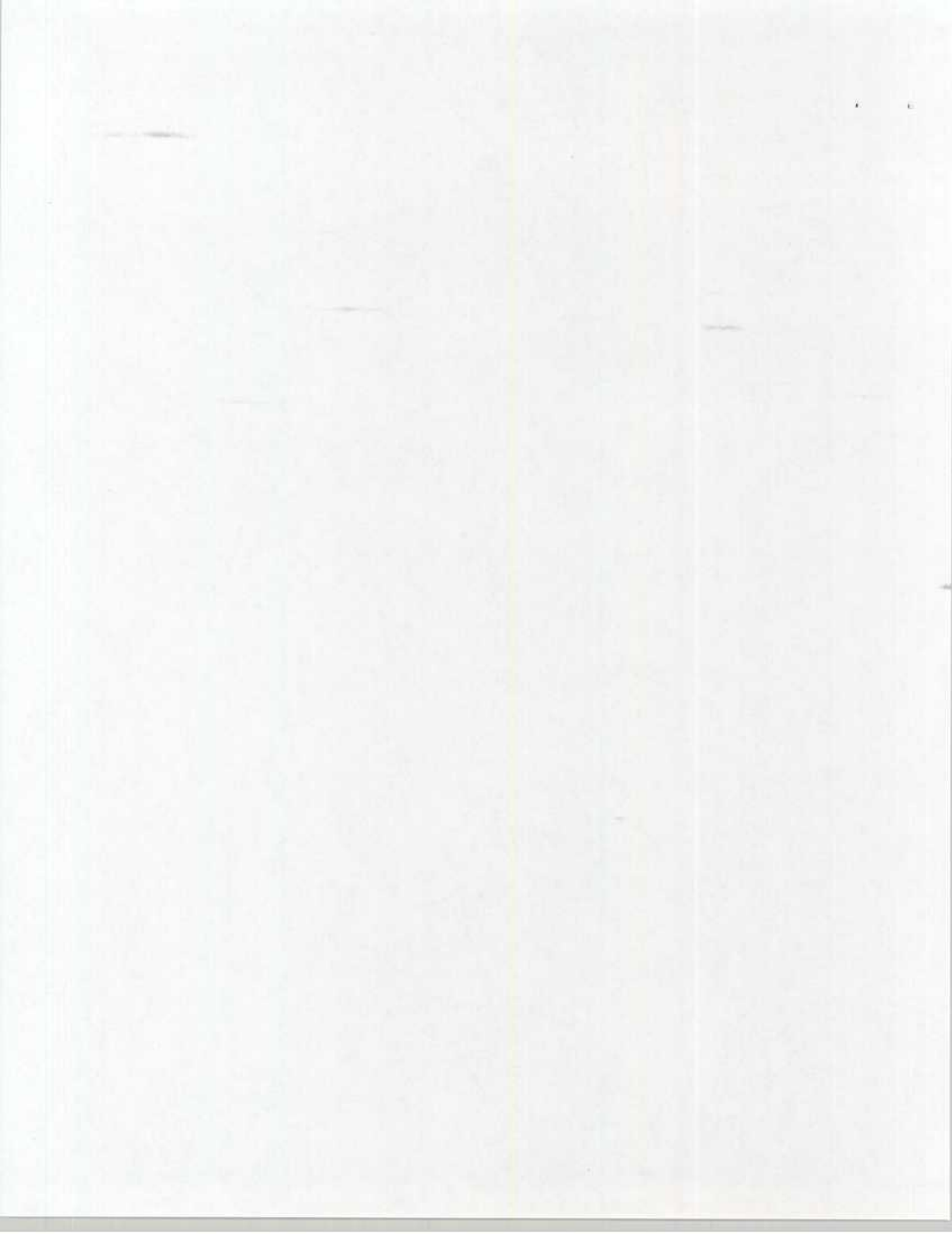


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PARTIES TO AGREEMENT

Pursuant to the policy set forth in The Federal Service Labor-Management Relations Statute in Title 5, United States Code, Chapter 71, the following articles of the labor-management agreement, together with supplemental agreements and/or amendments that may be negotiated at a later date, constitute a total agreement by and between the Office of the Secretary of Defense, Washington Headquarters Services, Real Estate and Facilities Directorate, Federal Facilities Division, hereinafter referred to as the Employer, and the American Federation of Government Employees, Local 2456, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1

PURPOSE

The parties to this agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon this agreement. It is the purpose of this agreement therefore:

- (a) To identify the parties to the agreement and to define their respective rights and obligations in dealing with each other.
- (b) To state the policies, procedures, and methods that will hereafter govern the working relationships between the Employer and the Union.
- (c) To indicate the nature of the subject matter of proper mutual concern. It is intended this Agreement will meet the following objectives:
 - (1) To insure proper employee participation in the formulation and implementation of personnel policies and procedures.
 - (2) Provide for the highest degree of efficiency and responsibility in the accomplishment of the mission and functions assigned to the Employer.
 - (3) Promote Employee-Management cooperation.
 - (4) Facilitate the adjustment of disputes, grievances, and appeals.

ARTICLE 2

AUTHORITY

This agreement is entered into under the authority granted in Federal Service Labor-Management Relations Statute, as amended, Federal Personnel Manual and OSD and other regulatory documents, and pursuant to the letter of certification dated January 22, 1988.

ARTICLE 3

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees of the unit as defined in Section 2 below, and the Union hereby recognizes the responsibility of representing the interests of all such employees as long as the Union continues as the exclusive representative of this unit.

Section 2. The unit to which this agreement applies is composed of all custodial employees including inspectors (WG-3566), baling machine operators (5414), Power Sweepers (5701), Truck Drivers (5703), Tractor Operators (5705) and Road Sweeper Operators

(5706), employed by the ~~office~~ of the Secretary of Defense, Washington Headquarters Services, Real Estate and Facilities Directorate, Federal Facilities Division, in the Washington, D.C. Metropolitan Area.

~~Section~~ 3. Excluded from the unit are all temporary employees, ~~and~~ employees, professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

ARTICLE 4

MANDATORY PROVISIONS UNDER

THE FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

Section 1. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities including policies set forth in the Federal Personnel Manual; by published Agency policy and regulations in existence at the time the Agreement was approved; and by subsequently published Agency policies and regulations required by law or by regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. Management officials of the Agency retain the right, in accordance with applicable laws and regulations-

1. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
2. in accordance with applicable laws-
 - a. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
 - c. with respect to filling positions, to make selections for appointments from-
 - (1) among properly ranked and certified candidates for promotion; or
 - (2) any other appropriate source; and

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

ARTICLE 5

UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall be given the opportunity to be represented at formal discussions between the Employer and employees or employee representatives concerning grievances, personnel policies, and all other matters affecting general working conditions of employees in the unit.

Section 2. In accordance with 5 U.S.C. 7117 (d)(2), the Principal Union Representative will be informed in advance of any substantive changes in conditions of employment affecting unit employees proposed by the Employer and shall be permitted reasonable time to present its views and recommendations. Advance notice will be made personally or to a designated location (home or Union office).

Section 3. In the event that a unit employee does not choose to have the Union represent him/her in the presentation of a grievance the Union shall have the opportunity to be present at the adjustment of the grievance and shall have an opportunity to

make known its views with respect to the impact such adjustment may have upon unit employees. Furthermore, the Employer agrees that the adjustment shall be consistent with the terms of this Agreement.

Section 4. The Union agrees to give active support to the Employer in its efforts to eliminate waste, conserve materials and supplies, improve the quality of workmanship and safety practices, combat tardiness, absenteeism, carelessness and any other practices which restrict production and hamper efficiency and encourage the submission of suggestions and cost reduction ideas under the Agency's incentive awards program.

Section 5. Records subject to the Privacy Act of 1974 will be disclosed to officials of the Union in accordance with the provisions therein.

ARTICLE 6

EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. It is agreed that the employees in the unit, freely and without fear of penalty or reprisal, shall be protected in the

exercise of their rights to join and assist the Union or to refrain from any such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and action for the Union in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Employer shall take such action consistent with law or with directive as may be required in order to assure that employees are apprised of the rights described in 5 U.S.C. 7102 and this article, and that no interference, restraint, coercion, or discrimination is practiced by the Employer to encourage or discourage membership in any employee organization.

Section 2. Any employee has the right to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations and Employer policies, and to choose his/her own representative in a grievance or appellate action. An employee's choice of representative when processing a grievance under the negotiated grievance procedure is subject to the provisions of Article 13.

Section 3. An employee covered by this Agreement will be given permission by their supervisor to contact their Union Steward provided their absence will not impair or seriously delay the

performance of their immediate work assignment. Where the supervisor determines that impairment or serious delay will be involved, he/she will grant permission for absence at the earliest practicable time.

ARTICLE 7

DISTRIBUTION OF AFGE HEALTH PLAN BROCHURES

When furnished by the Union the Personnel Office agrees to distribute the AFGE Health Benefit Plan Brochure to all new employees covered by this Agreement who are eligible for health benefits, upon their entrance on duty. The Personnel Office will furnish the AFGE Health Benefit Plan Brochure when requested by an employee during open season enrollment periods.

ARTICLE 8

REDUCTION IN FORCE

Section 1. The Employer agrees to provide the Union as much advance notification and information as possible concerning proposed reductions-in-force (RIF) which may affect the career employees in the unit. The employer further agrees that maximum advance planning will be conducted before a RIF is ordered and

every effort extended to ensure minimum adverse effects on employees. Employees impacted by a RIF will be afforded placement opportunity consistent with their rights and in full compliance with all laws and regulations of the Office of Personnel Management.

Section 2. Upon receipt of preliminary written notification of anticipated reduction-in-force affecting unit employees, the Union Representative may within 15 calendar days of receipt of notice request negotiations concerning the impact on unit employees. The notification will be made by certified mail and a personal or telephone contact with the Principal Union Representative.

Section 3. Upon timely request from the Union, the Parties shall meet and negotiate within 15 calendar days concerning the impact on unit employees and procedures for implementation of the anticipated reduction-in-force

ARTICLE 9

GOVERNING LAWS AND REGULATIONS

Section 1. The Employer and Union are and shall be governed by all applicable laws of the United States, including those in effect on the effective date of this Agreement and those which are subsequently enacted. They also are and shall be governed by all

applicable Government-wide regulations in effect at the time that this Agreement is executed. The Employer shall effectively enforce all provisions of the Civil Service Reform Act of 1978; but it will not enforce any Government-wide rule or regulation promulgated after the effective date of this Agreement which is in conflict with the provisions of this Agreement unless such rule or regulation is properly subject to the provisions of 5 U.S.C. 7116(a)(7).

Section 2. In carrying out its responsibilities as set forth in this Agreement, the Employer agrees that proposed new or revisions of OSD regulations, pertinent to employees of the unit, which relate to personnel policies, practices and working conditions will be sent to the Union for comment prior to issuance. The Union will be given a reasonable time, consistent with the pertinence of the particular proposals, to prepare comment. Upon request of the Union, and as time will allow, the Employer's representative normally responsible for the application of the subject matter of the proposal will meet with representative of the Unit for discussion. Publications referenced in the draft regulations will be made available to the Union upon receipt.

Section 3. The Employer agrees to furnish the Union the DoD regulations, amendments or changes thereto, covering personnel policies, wages, job classifications, job evaluations, hours of

work, safety and working conditions. It is agreed that if a DoD regulations which is issued under authority delegated to the Employer (i.e., not required by higher authority) is in conflict with this Agreement, the provisions of this Agreement will govern.

ARTICLE 10

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the Union's elected officers and designated stewards (Union representatives). The number of Union representatives shall be the number reasonably required to assure that each employee in the bargaining unit shall have ready access to a steward in the shift and at the location where assigned. However, the total number of Union representatives shall not exceed twelve.

Section 2. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis a complete list of stewards authorized in accordance with Section 1 above.

Section 3. The Employer agrees to recognize officers and representatives of the Union, including AFGE officers and representatives, who are not employees, when advised in writing of their activity on behalf of the Union

Section 4. The Employer agrees that, except for training, change to a higher grade or rate of pay, or personal request, after the Union has notified the Employer who the Union representatives are, every effort will be made to continue the Union representatives in the location to which assigned as of that date, for the duration of this Agreement. The Employer agrees that there shall be no interference, coercion or discrimination against Union representatives in the performance of their duties.

Section 5. (a) Labor Management Business. Union representatives referred to in Section 1 above may receive and investigate complaints or grievances during duty hours. They will be judicious in the official time spent on such matters. Reasonable time during working hours, without loss of leave or regular pay, will be allowed the Union representative for attendance at meetings with supervisors or management officials and to conduct other business of mutual interest to labor-management relations. The Union may designate a principal union representative. The person designated as principal union representative shall be authorized 16 hours official time per week (2-8 hours days for the administration of this agreement, and other representational activities). If the size of the bargaining unit increases more than 20%, one additional 8 hour day per week shall be added as official time for representational activities.

(b) Representational Duties. The Union will insure that requests for permission to leave the job and for time allowed will be kept to a reasonable amount. Union representative shall first request of their immediate supervisor that they be excused and they will inform their supervisor as to the work area they will visit and the expected approximate duration of their absence. Supervisors will authorize the absence unless the services of the representative cannot reasonably be spared at that time, in which case the representative will immediately be advised as to the time authorization will be granted. Representatives will contact the employee's supervisor prior to discussion with the employees affected to assure that the employee will be available and explain that the contact is being made to discuss labor-management business, as described above. Representatives will report back to their supervisors upon completion of their labor-management business. Permission will be granted to officers and nonemployees serving as Union representatives to visit work sites to carry out their responsibilities under the terms of 5 U.S.C., Chapter 71, and this Agreement. The Employer will be advised in advance of the purpose and time of intended visits.

(c) Union Business. Solicitation of memberships and activities concerned with the internal management of the Union, such as collection of dues, membership meetings, campaigning for officers, will not be conducted during work time.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1. This Article shall constitute the sole and exclusive procedure available to the Union and employees of the bargaining unit for the resolution of grievances subject to the control of the Employer, applicable to any matter involving the interpretation, application, or violation of this Agreement or supplement thereto, any matter involving working conditions, or any matter involving the interpretation and application of policies, regulations, and practices in the Office of the Secretary of Defense not specifically covered by this Agreement. Excluded from coverage are the mandatory exclusions outlined in 5 U.S.C. 7121(c)(1)(2)(3)(4)(5). However, adverse actions may only be appealed to the Merit Systems Protection Board (MSPB) in accordance with Article 13.

Section 2. Most grievance arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her

loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and Union representatives to present grievances.

Section 3. Step 1. The grievance shall first be taken up orally by the concerned employee or Union representatives with the immediate supervisor in an attempt to settle the matter.

Grievances must be presented within 15 working days from the date the employee or Union becomes aware of the grievance. The Union representative may be present if the employee so desires. If the employee chooses to present the grievance on his/her own without Union representation, a Union representative will be given the opportunity to be present on official time when a decision is given, and such decision shall be consistent with the terms of this Agreement. The immediate supervisor shall give the employee Union representative a written decision within 5 work days.

Step 2. If the matter is not satisfactorily settled following receipt of the decision of the immediate supervisor the Union representative may, within five work days, submit the matter orally or in writing to the Building Manager. The Building Manager will meet with the Union representative and aggrieved employee(s) within five work days after receipt of the grievance.

Building Manager shall give the employee and Union representative his/her written decision within 10 work days after meeting.

Step 3. If the grievance is not settled at the Building manager level, the Union representative may within seven work days of receipt of the Step 2 decision, forward the grievance to the Director, Federal Facilities Division (FFD), for further consideration. The FFD Director will review the grievance and give the Union representative a final decision within 10 work days after receipt of the grievance.

Section 4. All time limits in this Article may be extended by mutual consent.

ARTICLE 12

ARBITRATION

Section 1. If a grievance is not satisfactorily settled under the negotiated grievance procedure, such grievance, upon written request by the Union within fifteen (15) work days after issuance of the Employer's final grievance decision, shall be submitted to arbitration.

Section 2. In order for the Employer to invoke arbitration, the Employer must first file a grievance with the Principal Union Representative; if the response of the Principal Union Representative is not to the Employer's satisfaction, the Employer shall, within fifteen (15) work days of receipt of the response,

serve written notice on the Union of their intent to commence with arbitration under the procedures specified in this Article.

Section 3. Within five work days from the date of the request for arbitration, either party may request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within five work days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each alternately strike one arbitrator's name from the list until one arbitrator's name remain. The remaining person shall be the duly selected arbitrator.

Section 4. If for any reason either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 5. The Employer agrees to pay eighty percent (80%) and the Union agrees to pay twenty percent (20%) of the total cost of the arbitrator's fee and expenses, excluding the cost of the transcript. If a transcript of the proceeding is made, the cost shall be assumed in the following manner:

- (a) If only one party desires a copy, that party will assume the full cost of the transcript.

(b) If both parties desire a copy, at any stage of the process, they will share equally the full cost of the transcript.

The arbitration hearing will be held, if possible, on the Employer's premises during the regular duty hours of the basic workweek. All participants in the hearing shall be in a duty status.

Section 6. The arbitrator will be requested to render a decision as quickly as possible, but in any event, not later than 30 calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

ARTICLE 13

DISCIPLINARY ACTIONS -- ADVERSE ACTIONS

Section 1. For the purpose of this article disciplinary actions are defined as oral admonition, letters of warning, letters of reprimand or suspensions of 14 calendar days or less. It is understood that disciplinary actions may be appealed through the grievance procedure in Article 11. Oral admonitions or letters of warning may be grieved but NOT NORMALLY ADVANCED TO ARBITRATION. Notwithstanding the above, if a more serious disciplinary action is taken, and the previous oral admonition(s) or letter(s) of warning are referenced, the appropriateness of the earlier actions shall be considered in arbitration if the matter is grieved and unresolved.

Section 2. For the purpose of this agreement adverse actions are removals, suspensions for more than 14 calendar days, furloughs without pay for 30 days or less, or reduction in grade or pay taken for such cause as will promote the efficiency of the service. An employee may file an appeal with the Merit Systems Protection Board (MSPB) on an adverse action decision.

Section 3. When disciplinary or adverse action is proposed or taken against an employee of the Unit, the Employer will supply the employee with an extra copy of all written notifications so

that at his/her option he/she may give one copy to a Union Representative. Any disciplinary action must be for just cause.

Section 4. The supervisor will make a thorough and careful inquiry into the facts in an effort to get a complete account of the events and circumstances that led to the incident. This inquiry may include interviewing the employee and any witnesses who have firsthand information. The employee may have a Union representative present at the interview

Section 5. The Employer agrees to approve an employee's absence from assigned duties, without loss of pay or leave, when an employee is providing Union representation during investigative interviews that may lead to disciplinary or adverse action, when such representation is requested by the employee(s) involved.

Section 6. (a) Letters of Warning are considered temporary records. The supervisor retains a copy of the letter of warning, but it is not included in the employee's official personnel folder. Reference to the letter of warning may be cited in a related action that occurs within two years of issuance as evidence that the employee was informed of the seriousness of the offense and of possible future disciplinary action.

(b) Letters of Reprimand are made a part of the employee's official personnel folder and shall be removed at the end of two

years. However, at the discretion of the issuing office, letters of reprimand may be expunged from personnel folders at an earlier date if so desired. When a letter is withdrawn, the offense will not be used to support any future disciplinary or adverse action.

ARTICLE 14

JOB DESCRIPTION AND CLASSIFICATION APPEALS

Section 1. Each employee in the unit will be provided with a copy of the job description to which they are currently assigned.

Section 2. Management has the right and responsibility for determining the duties and responsibilities of any position within the organization; initiating necessary action to have new positions classified and maintaining the currency, accuracy, and adequacy of existing classifications; and answering employee questions related to the classification of their jobs and the classification program in general. Every attempt will be made to informally resolve disagreements between supervisors and employees in the unit related to the accuracy of the job description. When attempts to resolve such disagreements fail, the incumbent retains the option of filing a formal grievance in accordance with Article 11. Position classification appeal procedures cannot be used to resolve disagreements related to the accuracy of the job description. Employees in the unit retain the right to

representation by the union at management/employee discussions related to resolving such disagreements.

Section 3. Employees in the unit may request a review of any aspect of the classification of their job. This request is made to the employee's immediate supervisor who, in turn, submits a Request for Personnel Action (SF-52) to the Directorate for Personnel and Security, SES and Classification Division. The assigned Position Classification Specialist will conduct the review of the job and is responsible for explaining the basis for the classification of the job. Should the employee disagree with the classification of the job, the employee retains the right to file a classification appeal in writing to the Director of Administration and Management in the Office of the Secretary of Defense (OSD), and may appeal subsequently to the Office of Personnel Management (OPM), if not satisfied with the OSD determination. All appeals must be filed in compliance with all appropriate OPM regulations and the OSD administrative instruction which covers position classification appeals. The address for classification appeals to the OPM is Office of Personnel Management, Classification Appeals Office, 1900 E Street, N.W., Washington, DC 20415. The Directorate for Personnel and Security Position Classification Specialist assigned to provide personnel support to the Directorate for Real Estate and Facilities will provide a written evaluation statement explaining the basis for

the classification decision and will be forwarded as part of the appeal package to either the OSD or the OPM. The employee retains the right to union representation in management/employee discussions relating to the appeal.

ARTICLE 15

UNION MANAGEMENT MEETINGS

Section 1. The Employer agrees that representatives of the Union in the unit and the Federal Facilities Division Director will meet quarterly for the purpose of reviewing and discussing the common interest in establishing and maintaining labor-management cooperation.

Section 2. Other meetings will be held with management officials at the request of either party as the need arises, at times mutually agreed to, to confer on personnel practices and policies and other matters affecting working conditions in the unit.

Section 3. The Employer agrees that the Union may have present at meetings described in Sections 1 and 2, a maximum of three representatives who are employees in the unit. In addition, the Union may have present other Union officials who are not employees of OSD. Not later than five working days prior to the meetings

described in Sections 1 and 2 , the Union agrees to submit a proposed agenda and the number of expected attendees to the specified management officials. The Employer agrees to do the same as appropriate.

Section 4. A brief summary of the matters discussed and any understandings reached at all meetings described in Sections 1 through 3, will be prepared by the Employer and a draft furnished to the Union for additions and/or corrections. Twenty-five approved copies of such summaries will be forwarded promptly to the Principal Union Representative who may post these on approved bulletin boards.

ARTICLE 16

USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. Bulletin Boards. (a) The Employer agrees to provide bulletin boards in appropriate work areas.

(b) Posted material will not contain statements which reflect on or attack the integrity or motives of individuals, other employee organizations, OSD, or other agencies, Federal or otherwise. The Union shall maintain its bulletin board space in good order, and agrees that the maintenance and posting of material shall be accomplished outside of duty hours and without interference with the work of other employees.

Section 2. Office Space. The Employer will provide office space to the Union, and such space will be sufficient to accommodate at least one desk, file cabinets, one table with chairs. The Employer will provide a telephone instrument with local outside capability and all other utilities. The expense for toll/long distance calls received from or made by the Union will be borne by the Union.

Section 3. Temporary Parking. Upon request, the Employer shall arrange for temporary parking for the use of non-DOD Union Representatives.

ARTICLE 17

DISTRIBUTION OF AGREEMENT

Section 1. The Employer agrees to furnish a copy of this Agreement and any Supplemental Agreements reached hereunder to all employees represented by the Union.

Section 2. The Employer agrees that as a part of their orientation all new or rehired employees hired into a position included in the bargaining unit shall be informed of the Union's exclusive recognition, given a copy of the Agreement, and introduced to a union representative assigned to the work area.

ARTICLE 18

CHANGE TO LOWER GRADE

Section 1. Any involuntary downgrading of an employee other than for personal cause will be discussed with the employee, and upon request, he/she may be represented by the Union during such discussion. When formally proposed, employee will be informed of his/her rights and entitlements.

Section 2. Special consideration for repromotion or position change will be afforded employees who have been downgraded for other than personal cause. Special consideration will be extended to positions at or below the grade from which demoted in the pay group (WG or WL) that covered the employee before placement in the lower grade, if the employee is qualified and interested.

ARTICLE 19

DETAILS AND TEMPORARY PROMOTIONS

Section 1. Details are temporary assignments of employees to positions other than their officially assigned positions for a specified period of time, with the employee returning to his/her regular duties at the end of the detail. While on detail, the employee remains in the same grade and receives the same salary as he/she would in the employee's official position. The position to

which detailed (temporarily assigned) may differ in title, series, grade or qualification requirements from the employee's official position. Normally, an employee shall not be detailed to a higher graded position for extended periods. A detail to a higher graded position will not exceed 120 calendar days. If a detail is proposed for more than 120 days to a higher graded position, it must be made under competitive procedures and a temporary promotion shall be made. When an employee is temporarily promoted, he/she shall receive a higher rate of pay.

Section 2. An official record will be made of all instances where an employee is detailed to a higher graded position in excess of 30 days by filing a copy of the SF-52 in the employee's official personnel folder

Section 3. When an employee is to be detailed to a higher graded position for more than 30 calendar days, but less than 120 calendar days, he/she shall be temporarily promoted. The temporary promotion shall become effective as of the first day of the first pay period following the end of the said 30-day detail period.

ARTICLE 20

SAFETY

Section 1. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to work in a safe manner, and promptly report to the supervisor all injuries and complete Department of Labor Form CA-1 and 2. Guidance concerning the appropriate forms may be obtained by contacting the Labor and Employee Management Relations Branch, Directorate for Personnel and Security.

Section 2. In the course of performing their normally assigned work, employees will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions which represent industrial health hazards. If an unsafe or unhealthy condition is observed, the employee should report it to his/her immediate supervisor and, if the employee so desires, may be represented by the union representative. If the safety question is not settled by the employee (and the union representative) and the immediate supervisor, the matter will be referred promptly to the Building Manager for resolution. If the safety question is still not settled, it will be promptly referred to the Director, Safety and Occupational Health Office for resolution, in conjunction with the Principal Union Representative. If still

unresolved, the safety question may be processed under the formal grievance procedures outlined in Article 11, beginning at step 3. Records concerning the safety question will be maintained by the Director, Safety and Occupational Health Office, and made available for review by the Union.

Section 3. The Union representatives performing duties in accordance with Section 2 above, shall be in pay status for all time spent therein.

Section 4. The Employer agrees to furnish uniforms, appropriate protective clothing and equipment necessary for the performance of assigned work where such equipment is essential to the safe and successful accomplishment of the work involved and primarily for the benefit of the Government. The Union may, at its discretion, recommend new protective clothing and equipment and modification to existing equipment for consideration by the Employer.

Section 5. The Union and the Employer will make every effort to prevent accidents of any kind. Should accidents occur, however, a prime consideration will be the welfare of injured personnel.

Section 6. When it becomes known that an accident has resulted in a disabling work injury, the Employer agrees to notify the Union promptly.

Section 7. An employee shall not be required to work in areas where conditions exist detrimental to health until such conditions have been removed or remedied. The Employer agrees that an employee will not be required to operate equipment that he/she is not qualified to operate, which by so doing, might endanger him/herself or other employees. The procedure in Section 2 of this article shall be the only procedure followed to resolve questions under this section.

ARTICLE 21

IDENTIFICATION AND COMMUNICATION WITH UNIT EMPLOYEES

Section 1. Every six months, the Employer agrees to furnish the Union with a list of names, position titles, grades, and organizational locations of employees in this unit. Additionally, the Employer agrees to provide a monthly listing of position changes in the unit.

ARTICLE 22

SUPERVISOR-EMPLOYEE RELATIONS

Section 1. Initial counseling and correcting of employees shall be the responsibility of the immediate supervisor of employees within the unit.

Section 2. Counseling and correcting employees concerning violation of rules of conduct and regulations shall be in private. Employees may be accompanied by union representatives at the employee's request, and if the employee believes that possible disciplinary action may result from the discussion.

Section 3. Supervisors shall not impose any restraint, interference, coercion, or discrimination against employees in the exercise of their right to have representatives for the purpose of prosecution of grievances and appeals from adverse actions, and Union representatives of their own choosing for purposes of union-management cooperation and collective bargaining.

ARTICLE 23

LEAVE

Section 1. Annual Leave

a. Annual leave will be requested in advance by employees from their immediate supervisor. At the beginning of the leave year, the Employer will notify each employee of the amount of annual leave that will accrue during the leave year while in a pay status. The Employer will make every effort to provide each employee in the unit an opportunity to use all annual leave earned. Denial of use of annual leave will be based upon

factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. Annual leave will be granted in instances of unforeseen, bona fide emergencies. To contribute to overall work efficiency and to enable approval of leave to the employee's convenience, employees are encouraged to schedule annual leave in advance.

b. Approval of an employee's request to take annual leave will be granted when he/she has given his/her designated supervisor reasonable notice, provided the employee's service can be spared. Reasonable notice for three (3) days of annual leave or less will be considered to be twenty-four (24) hours; for more than three (3) days, it will be considered to be five (5) work days. However, this does not preclude requests being submitted with less notification due to extenuating circumstances, and such requests will be given the same consideration as those submitted within the time limits described herein. The supervisor will notify the employee of the disposition of his/her request as soon as possible. When requests are submitted within the time limits above, notification of disposition of the request of three (3) days or less will be given within eight (8) duty hours; for request of more than three (3) days, notification of disposition will be given within two (2) work days. The Employer will not cancel or reschedule vacation leave (two (2) weeks or longer) previously approved except for good and sufficient reasons as

determined by the Building Manager. The Building Manager will communicate his/her reasons to the employee in writing.

c. When requested in advance, an employee will be given every consideration for approved annual leave to observe his/her birthday.

d. In the event of a death in the immediate family (parents, sister, brother, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law) of any employee, every effort will be made to grant annual leave as requested.

Section 2. Sick Leave

a. The use of sick leave is subject to approval of the appropriate supervisor. An employee who is absent on account of illness, injury, or other circumstances of incapacity that could not be anticipated in advance, should notify his/her supervisor as early as practicable on the first day of the absence, ordinarily within the first two (2) hours of the work day, but preferably before the beginning of such work day.

b. Sick leave shall be requested in advance and normally approved for visits to and/or appointments with doctors, dentists, licensed practitioners, opticians, chiropractors, and for the purpose of securing diagnostic examinations, treatment and x-rays.

c. Except as hereafter provided, employees shall not normally be required to furnish a medical certificate to substantiate absences for sick leave unless such leave exceeds four (4) work days continuous duration. It is agreed and understood that the Employer has the right to require that an employee furnish a medical certificate for each absence which he/she claims was due to illness, on the following basis:

(1) In individual cases where there is reason to believe that the sick leave privilege has been abused over the previous three (3) month period; and

(2) The Employer has counseled the employee in respect to the use of his/her sick leave, a record of such counseling is on file, and the sick leave record of the employee subsequent to the counseling does not indicate improvement; and

(3) The employee has been furnished written notice that he/she must furnish a medical certificate for each absence which he/she claims was due to illness. Certification must indicate that the employee was incapacitated for duty. Such written notices will not be filed in the employee's official personnel folder.

Letters issued to an employee in accordance with the above shall be reviewed quarterly and cancelled when improvement is noted, or extended one additional quarter if leave abuse continues.

If a letter requiring the submission of a medical certificate for all absences due to illness has been cancelled as indicated above, another such letter may be issued at any time there is reason to believe an employee is abusing sick leave in accordance with paragraph c. above.

d. Sick leave may be advanced subject to the following provisions and other pertinent agency regulations; it is recognized that the need for advanced sick leave is generally caused by unusual circumstances, such as, serious disability or illness, and therefore, advanced sick leave requests must be approved by the Building Manager and the servicing Civilian Personnel Office.

(1) It must be supported by acceptable medical certificates.

All available accumulated sick leave to the employee's credit must be exhausted. The employee must use any annual leave he might otherwise forfeit.

In the case of employees serving under probationary or trial periods, advanced sick leave will not exceed an amount which it is reasonably assured will be subsequently earned.

Section 3. Leave for Maternity Reasons

Leave for maternity purposes shall consist of any combination of sick leave, annual leave, or leave without pay (LWOP) as

appropriately granted to an employee. To the extent available, sick leave may be used to cover the period of incapacitation, prescribed rest periods, and physical examinations. An absence covering pregnancy and confinement is to be treated as a medically certified temporary disability. It is recognized that after delivery and recuperation, sick leave may be utilized for the period of incapacitation and time required for physical examinations after delivery and recuperation. The employee may desire a period of adjustment or need time to make arrangements for the care of the child. Such additional leave requirements should utilize (may be taken care of by the use of) available annual leave or leave without pay (LWOP). The granting of such leave must be in accordance with Agency procedures and practices for the granting of leave generally.

Section 4. Administrative Leave

a. When the determination of the need for early dismissals has been made by the Director, Washington Headquarters Services, and notice communicated to the Directorates, as outlined in the applicable policy statements and regulations, these officials will dismiss without charge to annual leave, as many of their employees as possible for the specified period of time prior to the normal closing time.

Employees who are on previously approved annual or sick leave for the entire or part of the day will be charged that type of

leave previously approved for the entire or part of the day they are on leave.

Controversial cases involving the question of whether or not an employee is entitled to excused absence pursuant to this article shall be referred to the Directorate for Personnel and Security.

b. Administrative leave not to exceed sixteen (16) hours will be granted not to exceed once each twelve (12) months to an employee representative incident to his/her receiving information, briefing and orientation relating to matters within the scope of 5 U.S.C., Chapter 71, and where it is administratively determined to be of mutual concern and benefit to the Employer and the employee in his/her capacity as a representative of the Union.

So as to permit the coordinated training and indoctrination of Union representatives, including principal officers, Union members of the local wage survey committees and Union-nominated data collectors, on Coordinated Federal Wage System policies, conducted by representatives of the American Federation of Government Employees, AFL-CIO, the Employer may grant each representative so engaged administrative leave not to exceed eight (8) hours annually. Approval will be requested in advance.

c. Three (3) employees designated by the Union to testify before a Local Wage Survey Committee Hearing will be granted

administrative leave for the period of time required to testify. Such request will be made as far in advance as possible.

d. Employees will be excused for such time as is necessary to make blood donations. Under no circumstances may the excused absence exceed four (4) hours. Time off in excess of four (4) hours must be charged to annual leave or leave without pay.

Section 5. Leave of Absence

The Employer recognizes that the Union may designate employee members, elected or appointed, to a Union office or as a delegate a Union function and agrees that, upon request, the employee will be granted annual leave or leave without pay for the period of time required to be away from his/her job, provided workload and other administrative requirements permit. Such requests will be submitted as far in advance as possible, but no less than five (5) work days prior to the day leave is to begin. Leave for this purpose shall be subject to approval by the immediate supervisor, but refusal of leave for this purpose shall be by the Building Manager only

ARTICLE 24
ANNUAL PERFORMANCE EVALUATION

Section 1. Performance standards for all critical elements will be developed in accordance with appropriate Government-wide and Agency rules and regulations. To ensure an understanding of the system, performance planning, progress review and appraisal procedures will be clearly communicated to participants. Employees should be encouraged to participate in developing critical elements and performance standards.

Section 2. Unit employees will be provided an opportunity to provide input into the performance plan by discussing critical elements and performance standards with the supervisor. Employees may:

Discuss appreciable changes with the supervisor in regard to their major duties and responsibilities, assignments, and work priorities when changes occur.

Keep supervisors informed of any circumstances which may prevent them from completing work on schedule.

Provide supervisors with draft performance elements and standards.

Section 3. (a) Disagreement over the content of the plan should be resolved by the supervisor and employee, if possible. The

authority to make the final decision regarding the content of the plan rests with the supervisor.

(b) The supervisor and employee should initial each critical element and performance standard on the appropriate performance appraisal form. The employee's initials do signify his or her concurrence, but merely indicate his or her participation in the appraisal process.

Section 4. A copy of the critical elements and performance standards will be provided to new employees within 30 calendar days of their first day of duty. Other employees will be provided a written copy of the standards at the beginning of the performance appraisal period. Revised standards will be provided to the employee in writing and will be discussed with the employee prior to implementation. The performance evaluation form is to be initialed by both the employee and the rating official signifying that the content has been communicated to the employee. Should critical elements and performance standards change during the rating period, both the employee and the rating official are to indicate the change and initial the form as appropriate. An employee's elements and standards may not be changed within 90 days of the end of the appraisal cycle.

Section 5. (a) Progress reviews, other than the annual end of the year evaluation of employees, are part of the ongoing evaluation and assessment of employee performance. Progress reviews are designed to discuss the employee's current performance relative to each critical element and performance standard; inform employee of performance deficiencies, and how deficiencies may be corrected; facilitate accomplishment of work; assist in revision of the work plan if necessary, due to changed priorities, responsibilities, and resources. Employees will be informed in advance when progress reviews are to be conducted. At a minimum, the immediate supervisor shall initiate a midyear progress review, however, a performance progress review may be conducted at any time during the appraisal period

(b) An interim appraisal shall be conducted and a summary rating shall be rendered when an employee or his or supervisor is transferred or reassigned, and the period of supervision is 90 days or more. A memorandum of evaluation including a summary rating shall be provided if the supervisor or the employee leaves a position, and the period of supervision has been more than 60 days but less than 90.

(c) An employee detailed or temporarily promoted for 120 days or longer shall be provided critical elements and performance standards as soon as possible, but no later than 30

calendar days after the beginning of the detail or temporary promotion. The employee must be appraised on these elements and standards, and the summary rating shall be considered by the supervisor when he or she recommends a rating at the end of the rating cycle.

Section 6. (a) An end-of-year formal appraisal will be conducted annually on the anniversary date of the employee's last within-grade increase or the effective date of his or her last promotion. During the interview, the supervisor shall review the critical elements and performance standards agreed upon at the initial and mid-year interview; prepare a tentative description of the employee's actual performance relative to each performance standard; tentatively decide whether the employee's performance for each critical element merits a possible rating of:

- (1) O (Outstanding)
- (2) E (Exceeds Fully Successful)
- (3) F (Fully Successful)
- (4) M (Minimally Successful)
- (5) U (Unacceptable)

(b) The supervisor shall note any standard not achieved and identify the reason(s).

(c) The supervisor shall compute the overall summary rating by assigning the following point values:

Critical Element rated:	Outstanding (O) - 5 points
	Exceeds Fully Successful (E) - 4 points
	Fully Successful (F) - 3 points
	Minimally Successful (M) - 2 points
	Unacceptable (U) - 1 point

and tentatively select an overall rating for the employee for the annual rating period. The performance appraisal data is recorded on the appropriate form, and the completed form is forwarded to the second level supervisor for approval or disapproval of the overall rating.

Section 7. Assistance will be provided to employees experiencing difficulty achieving the Fully Successful level (3) of performance. A rating of less than Fully Successful shall delay a within grade increase until performance has improved to the Fully Successful level. The immediate supervisor shall inform the employee of the level of performance necessary for retention and provide the employee an opportunity of not less than 30 days to bring his or her performance up to that level, prior to any adverse action or other performance-based personnel action. A written record of the progress review and re-evaluation of the employee's performance at the end of the opportunity period shall be retained by the supervisor, and two (2) copies provided to the

employee, so that at his/her option, he/she may give one copy to a Union Representative.

Section 8. (a) Employees may grieve disputes concerning performance appraisals of record and failure to participate in the development of performance standards. If the dispute concerns an annual rating, the grievance must be submitted within ten (10) working days after receipt of the rating. If the grievance concerns failure to participate in the development of standards or elements, the request for review must be submitted within ten (10) working days after the beginning of the rating period. The grievance should be submitted to the next higher level above that of the reviewer at step 2 or 3, as appropriate, of the negotiated grievance procedure as outlined in Article 11

(b) A written decision to remove, reduce in grade or effect a lateral reassignment due to unacceptable performance will include a statement of the employee's right to grieve or appeal the decision, the time period for such action (10 work days), and the right to Union representation.

Section 9. In an effort to demonstrate fairness in the administration of the awards program, the Employer shall notify the Union, by name and results, all unit employees nominated for cash awards. Additionally, the Employer shall provide the Union

with statistical data indicating by grade the number of awards granted to employees of the Federal Facilities Division on an annual basis.

ARTICLE 25
HOURS OF WORK

Section 1. The Employer recognizes that most employees desire and should be permitted to have Saturdays and Sundays off. In view of this recognition, the Employer agrees that the basic workweek will normally consist of five -- 8 hour days, Monday through Friday inclusive. The Employer agrees to consult with the Union on any major changes in the basic workweek and daily hours of duty.

Section 2. Employees who work 8-hour tours of duty will have a rest period of 15 minutes for each 4 hours of continuous work. Rest periods will not be used to lengthen the lunch period, to start work later or to end a tour of duty earlier when a rest period is not taken by personal choice or because of workload demands. Rest periods that are not taken may not be accumulated for later use. Rest periods may be cancelled by supervisors when workload emergencies arise or when unusual temporary workload so requires. Employees who work on 4-hour shifts will have not more than one 15-minute rest period. Similar adjustments will be made

for employees who work on other than the normal 8-hour tour of duty. Since rest periods are taken during on-duty hours, Union business will not be conducted during such periods.

Section 3. Employees will be allowed the last ten (10) minutes of the shift for personal cleanup. Employees entitled to a cleanup period must remain on their assignment so as not to arrive in locker rooms prior to the beginning of the cleanup period. Cleanup periods cannot be used to shorten the shift.

Section 4. Full-time employees are allowed a 30 minute unpaid lunch period. This lunch period will normally begin no sooner than three and one-half (3 1/2) hours after the beginning of the shift and no later than four and one-half (4 1/2) hours after the beginning of the shift.

ARTICLE 26

OVERTIME

Section 1. Employees in the unit shall be paid in accordance with Fair Labor Standards Act (FLSA) and applicable overtime regulations for all work performed in excess of eight (8) hours per day or forty (40) hours per week.

Section 2. An employee called back for unscheduled overtime duty, whether on a workday or a non-workday, will be paid a minimum of 2 full hours at his/her appropriate overtime rate.

ARTICLE 27

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer will continue to provide equal opportunity in employment for all persons, to prohibit discrimination because of race, color, religion, sex, national origin, non-disqualifying mental or physical handicap or age, and to promote the full realization of Equal Employment Opportunity through a continuing affirmative program.

Section 2. The Employer will demonstrate full adherence to the letter and spirit of Federal Government policies guaranteeing Equal Employment Opportunity to all persons without regard to race, color, religion, sex, national origin, non-disqualifying mental or physical handicap or age. Members of minority groups will receive full and impartial consideration for initial employment and enjoy equal opportunity to receive training and develop skills and to advance from a job and career standpoint. Such opportunities are limited only by the needs of this Employer and the individual's own capacity and effort.

Section 3. The Employer and the Union agree that the selection of Counselors who are sensitive to the issues of Equal Employment Opportunity is critical to the successful operation of the Equal Employment Opportunity program. In recognition of the above and in accordance with Equal Employment Opportunity Commission (EEOC) regulations and guidance, the Employer acknowledges the responsibility to accept nominees from the Union for part-time Equal Employment Opportunity (EEO) Counselors and to train those who are appointed.

Section 4. The Union Principal Representative shall be furnished copies of published official Equal Employment Opportunity (EEO) reports affecting unit employees.

Section 5. The Union may submit one nominee to fill vacant positions on the Federal Women's Committee

ARTICLE 28
CONTRACTING SERVICES

Section 1. The Employer agrees to give the Union advance notice (whenever possible a minimum of 20 workdays) of its intention to solicit bids for contracting segments of work which could result in a reduction-in-force or demotion of any unit employee. Such advance notice will provide an explanation, in writing, of the reasons for making this change and will afford the Union an opportunity to submit an expression of its views within ten (10) days after receipt of notification from the Employer.

Employer will consider the Union's views and will furnish the Union a written decision. The Union recognizes that the final decision to contract out work is, and must remain, a management decision.

Section 2. It is understood by both parties to this agreement that the Employer will follow established federal policy concerning personal service contracts. The Employer agrees to abide by all laws, rules, and regulations of the Office of Personnel Management (OPM), Comptroller General and Office of Management and Budget (OMB) with respect to contract activity.

ARTICLE 29

MEDICAL TREATMENT-TRANSPORTATION

Section 1. The following is applicable to the necessary first treatment of an injury sustained by an employee while in the performance of duty:

The supervisor or his/her designee shall immediately notify appropriate medical authority when an employee is injured by accident in the performance of duty. The injured employee has the option to initially select a duly qualified private physician or hospital in the Washington, DC local commuting area.

(a) The Employer agrees that conveyance of the employee to a physician or medical facility shall be provided at Government expense, either by providing such conveyance, or, at the employee's request, assisting the employee in requesting appropriate reimbursement for expenditures by the employee in this connection.

(b) The Employer agrees that time spent in this connection shall be "on the clock" including the employee's return during non-duty hours on the next work day to prepare forms, if necessary.

When an employee is required by Office of the Secretary of Defense (OSD) regulations to report to the U. S. Army Civilian Employees Health Service following necessary first aid treatment at a medical facility, the time required for such visit shall be "on the clock."

Nothing in this section implies that employees will be entitled to overtime pay while receiving medical treatment.

Section 2. In case of serious personal illness or injury occurring while an employee is at work:

(a) In the Pentagon -- Telephone the U. S. Army Civilian Employees Health Service at 71111. An in-house ambulance team will respond and summon the county ambulance if necessary.

(b) In Hybla Valley Office Building -- Telephone the guard's lobby desk at 325-7328 or -7329 for first aid assistance. The guard will summon the county rescue squad if necessary.

Section 3. Light and Limited Duty for Injured Employees

Appropriate and reasonable light duty work shall be assigned to injured or temporarily disabled employees on a fair and equitable basis with paramount consideration for the health of the employee.

section 4. Every effort will be made by the Employer to arrange for health screening and immunization type services to be made available to employees during duty hours.

ARTICLE 30

BUILDING ENVIRONMENTAL CONDITIONS

The Employer recognizes the necessity to adequately heat and air condition buildings. The Union recognizes the responsibility of the Employer to operate Government buildings as economically as possible, and at times this requires operation of heating and air conditioning equipment and building lighting at reduced capacity after the normal work hours of the major occupants of the building. In view of this, the Employer and the Union agree to cooperate in achieving economies in heating, air conditioning and lighting whenever possible. In instances where there appears to be environmental problems, such problems shall be reported to the Building Manager, for determination of corrective action which may be necessary.

ARTICLE 31

BUILDING ASSIGNMENTS

Section 1. When a vacancy occurs in a building served by the Employer, an employee occupying a similar position may be transferred into the vacant position provided the employee has registered his/her choice of work location with the Employer on the forms provided. In considering such requests, hardships such as transportation, etc., will be kept in mind. The intent of this section is to provide for the transfer of employees from remote locations where transportation is a problem, but is not restricted to that consideration. When more than one employee desires a transfer to the same location and the justifications appear to be otherwise equal, seniority, as determined by the employee's position on the retention register, will be the governing factor.

Section 2. When the Employer requires reassignment of employees due to a partial reduction of services or to a realignment of work forces (where the entire work force of a building is not affected), employees with the least seniority, as determined by the employee's position on the retention register, will be reassigned first, unless there are sufficient employees who independently volunteer for reassignment.

Section 3. When the Employer requires a reassignment of employees due to a full reduction of services or to a realignment of work forces (where the entire building is affected), the Employer will indicate at what locations assignments are available. Employees will be given preference for these new assignments based on seniority, as determined by the employee's position on the retention register. If there are an insufficient number of employees who independently volunteer for reassignment, the retention registers will be used.

ARTICLE 32

FINANCIAL RESPONSIBILITY

Section 1. The Employer and the Union agree that all employees expected to pay promptly all just financial obligations. A just obligation is one which the employee acknowledges as being just, one which has been reduced to a judgment by court means, or which has been imposed by law such as federal, state or local taxes. In the event of a dispute as to the validity of a debt between an employee and a creditor, the Employer will not undertake to determine the validity of the disputed debt

Section 2. The Employer shall designate a responsible official whose duties will include confidential discussions, if necessary, with employees concerning debt complaints

Section 3. When the Employer receives a written complaint, the responsible official will contact the employee referenced in the complaint. An employee involved in a complaint will be requested to record on an Agency designated form one of the following actions:

- dispute the validity or amount of the indebtedness;
- (b) admit the indebtedness and make arrangements to pay the creditor;
- specify previous arrangements already made.

ARTICLE 33

CLEANING AND MAINTENANCE EQUIPMENT

Section 1. (a) It is recognized that management must use cleaning equipment which can most economically accomplish the work required. This may occasionally mean the purchase of equipment which may be difficult to handle. However, in keeping with management's policy to make as many positions available to women as possible, minor technical modifications will be performed on existing equipment by management resources when possible. Where

vacancies exist for equipment operators, supervisors will be encouraged to demonstrate available equipment to interest eligible employees.

(b) Management will continue its practice of researching the market for the availability of equipment which is easy to operate and can be obtained under OSD purchase procedures. Management will advise the Union of formally scheduled demonstrations of new equipment. The Union will be given an opportunity to attend such demonstrations and comment on the equipment.

Section 2. As part of the annual inspections conducted by the WHS Safety Office, the inspection team should provide the union steward the opportunity to present information relative to the safety of the equipment being used by unit employee.

ARTICLE 34

CHILD CARE

Section 1. The Employer agrees to support all efforts to develop child care services to meet the needs of working parents.

Section 2. The Employer recognizes that, at times, employees may need to be absent from duty to care for a child. Use of scheduled

or unscheduled (emergency) annual leave to care for a child shall not reflect negatively on an employee's performance.

ARTICLE 35

EMPLOYEE PARKING

The Employer agrees to make available to employees existing parking facilities in accordance with Administrative Instruction No. 88 -- Pentagon Parking Program.

ARTICLE 36

EMPLOYEE SECURITY

Section 1. Building Passes. All employees must pass a favorable NACI (National Agency Check with Inquiries) in order to secure a building pass. Applicants who will occupy a position which requires access to classified DoD information will be subject to a background investigation leading to the granting of a security clearance. A temporary building pass will be issued to the employee upon initiation of the NACI, and a permanent pass will be issued once the NACI is completed with favorable results. An unfavorable NACI will be reviewed by the Labor & Management Employee Relations Division, Personnel & Security Directorate.

Section 2. Building Security. In the course of performing their normally assigned work, employees will be alert to observe

building security violations, such as unsecured doors and windows and the presence of unauthorized people. If building security violations are noted, the employee should report it to his/her immediate supervisor. If the security violation(s) affects the welfare of the employees and it is not settled by the employee (and the Union Representative) and the immediate supervisor, the matter will be referred promptly to the Building Manager for resolution. If the security violation is still not settled, it will be promptly referred to the Director, Physical Security Division, and by the union representative to the Principal Union Representative for resolution. Records concerning the security question will be maintained by the Director, Physical Security Division, and be available for review by the Union.

Section 3. In the event of a bomb threat affecting a building or portion of a building serviced by employees of the unit, evacuation procedures will be conducted in accordance with the DoD Occupant Emergency Plan.

Each threat will be treated as an individual case; however, if it is determined to evacuate the buildings, all affected employees, except those trained to assist in these emergencies, will be assigned to an area not affected by the bomb threat. When it has been determined that the bomb threat no longer exists, employees will return to their regular assignments.

ARTICLE 37

WORK REQUIREMENTS

The Employer agrees that annual reviews will be made of building workload requirements. This review will be accomplished by a physical inventory of approximately one-third of the building space. Special attention will be directed to assure equitable distribution of the work in accordance with applicable Office of the Secretary of Defense Standards. The Union Representative will be notified of the work areas to be surveyed during the annual review and the findings of the review.

ARTICLE 38

CLERICAL DUTIES

The Employer agrees that employees in the unit will not be used to perform duties in the Custodial Labor Foreman's office unless such assignment has been authorized by the Building Managers Office and the Servicing Classification Specialist. Request for such assignment shall be evaluated on a uniform basis.

ARTICLE 39

DISTRIBUTION OF UNION LITERATURE

No more than four times a year, the Employer will arrange to make available to unit employees printed material provided by the Union for distribution.

ARTICLE 40

DUES WITHHOLDING

Section 1. Members of the Union who are in the bargaining unit may authorize payroll deductions of regular, periodic dues by voluntarily executing Standard Form 1187. "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues." Effective date of such request is set forth in Section 6 below.

Section 2. An allotment may be submitted to the Personnel Office at any time. Members of the Union who are in the bargaining unit and who have voluntarily authorized Union dues withholding may cancel payroll deductions of said dues by voluntarily executing a Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues." Where such forms are unavailable or where the employee declines to use such form, a written, signed,

and dated statement from the employee authorizing revocation of his voluntary allotment will be sufficient. SFs 1188 or such written revocation shall be forwarded to the Personnel Office. Effective date of such revocation is set forth in section 6 below.

Section 3. A member of the Union who is in the bargaining unit will cease to be eligible for dues withholding under this Article if any of the following situations arise:

a. He/she ceases to be a member in good standing of the Union; or

b. He/she ceases to be a part of the bargaining unit (e.g., by permanent assignment to a position outside the unit separation, etc.); or

c. He/she fails to receive sufficient compensation to cover the amount of the allotment.

Section 4.

a. The Union may publish information advising bargaining unit employees of the procedures and time period for starting and terminating dues withholding as set forth in section 6 below

b. The Union agrees to assume responsibility for purchasing and distributing to its members SFs 1187, and assuring members return completed forms to the Union

c. The Union agrees to notify the Personnel Office in writing of:

(1) The names and titles of officials authorized to make the necessary certification of SFs 1187 in accordance with this Agreement;

(2) The name, title, and address of the allottee to whom remittances should be sent, including how the check should be made out;

(3) Any change in the amount of membership dues; and

(4) The name of any employee who has been expelled or ceases to be a member in good standing in the Union within ten days of such final determination.

d. The Union agrees to assume responsibility for forwarding properly executed and certified SFs 1187 to the Personnel Office on a timely basis.

e. The Union will promptly forward an employee's revocation on SF 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues" in duplicate to the Personnel Office when such revocation is submitted to the Union.

Section 5.

a. Management will be responsible for insuring that the Payroll Office will:

(1) Permit and process voluntary allotments of dues in accordance with this Article.

(2) Withhold employee dues on a biweekly basis.

(3) Provide the following information on the remittance listing to the Union:

(a) The name of each employee for whom a deduction is made during the currently pay period, plus the name of each employee for whom authorizations were applicable in the previous pay period but for whom amounts are not being deducted in the current pay period.

(b) For each employee the following information will be given to the Union to the extent applicable:

(i) Amount withheld for each employee.

(ii) Identification of employees who have submitted revocation of allotment (SF 1188) with effective date of final deduction.

(iii) Identification of employees for whom allotments have been temporarily or permanently stopped and reasons therefor (e.g., no deduction because employee's compensation was insufficient to permit a deduction, no deduction because employee has been separated, transferred, or reassigned outside the unit recognized as covered by the agreement to withhold dues, etc.)

(iv) The amount deducted.

b. Management will be responsible for insuring that the Personnel Office will notify an employee submitting an SF 1187 when that employee is not eligible for an allotment because he/she is not included under the recognition on which this Agreement is based.

c. The Personnel Office will be the supply point for employees in the bargaining unit to get SFs 1188.

d. Management will be responsible for timely discontinuances of dues withholding of employees who are separated, transferred, promoted, or otherwise reassigned outside the bargaining unit.

Section 6.

ACTION	EFFECTIVE DATE
a. Starting dues withholding.	Beginning of first pay period after date of receipt of properly executed and certified SF 1187 by Personnel.
b. Revocation of dues by employee.	Dues maybe revoked beginning the first full pay period following the particular anniversary date (the anniversary date is the starting

date of the first pay period
which dues were deducted from the
employee's pay)

- c. Termination due to loss of membership in good standing. Beginning of first pay period after date of receipt of notification by Personnel Office
- d. Termination due to loss of exclusive recognition on which allotment is based, or termination by an appropriate authority outside the Department of Defense. Beginning of first pay period following loss of recognition.
- e. Termination due to separation or movement outside unit of recognition (except temporary promotion or detail).
 - (a) If action is effective the first day of a pay period, termination of allotment will be at the end of the preceding pay period.
 - (b) If action is effective on day other than the first day of a

period, termination of allotment will automatically be at the end of the pay period.

- f. Termination due to employee non eligibility for dues withholding. Beginning of first pay period after date of receipt of notification in the Personnel Office.

Section 7. The Union may change the amount of membership dues deducted per employee. The president of the Union shall forward a certification to the Personnel Office indicating that the amount of dues has changed; such certificate must be received at least 10 workdays prior to the first day of the pay period in which such change is to be effective. Changes shall become effective the first full pay period after timely receipt by the Personnel Office, or on a later date if specified by the Union. The Personnel Office will notify the Union monthly of the bargaining unit members who have submitted SFs 1188

Section 8.

- a. The Employer shall not recoup money from the Union dues remittance payments

b. In the event that a member's dues deduction authorization is terminated by said member leaving the bargaining unit, and the employer erroneously fails to immediately terminate said deduction, the Employer, shall terminate said deduction upon learning of the error.

c. The Employer shall start dues deductions effective on the pay period following the submission of Form 1187 as required by section 1 above. In the event of an administrative error in the starting of such dues deduction, the one year period for such deduction shall begin on the date such error is corrected.

d. In the event the Employer erroneously pays any monies to the Union as a result of any arithmetic or computer error, the Union shall promptly return said funds to the Employer. Errors resulting from dues incorrectly collected shall not fall within this requirement.

e. Deductions will not be made for an employee who has been in a nonpay status for a pay period.

Section 9.

Nothing in this Agreement shall required an employee to become or remain a member of the Union or to pay money to the Union except

“ pursuant to a voluntary written authorization by an eligible member of the Union for payment of dues through the payroll deduction procedures set forth above or by voluntary direct dues payment by a member.

Section 10.

a. The Employer shall remit dues deductions monies to the Union no later than the 5 workdays following employees pay date together with an alphabetized listing of employees for whom deductions were made.

ARTICLE 41

DURATION AND CHANGES

Section 1. This Agreement, as executed by the parties, shall remain in full force and effect for a period of two years from the date signed by the Director, Washington Headquarters Service. Thereafter, this agreement shall be automatically renewed annually unless either party gives written notice to the other not earlier than 90 calendar days nor later than 60 calendar days prior to the second anniversary date to effect changes therein by amendment. If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for one-year periods, subject to applicable rules and regulations and other provisions of this Article. Termination of this Agreement will not in and of

itself terminate the recognition granted the Union. This Agreement may also be terminated (a) by mutual consent of both parties and (b) at any time it is determined and established that the Union is no longer entitled to exclusive recognition under U.S.C., Chapter 71.

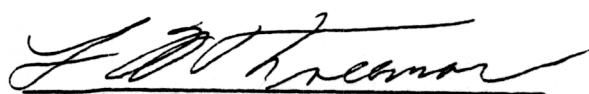
Section 2. During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate amendments or supplemental agreements. Supplements may cover Training and Employee Development and Merit Promotion subjects but will otherwise be limited to changes in applicable laws and regulations from higher authority which could affect Unit employees, including court decisions and contractual obligation to bargain decisions of the Federal Labor Relations Authority and the Federal Service Impasses Panel. Any supplements will remain in effect in accordance with the provisions of this Article.

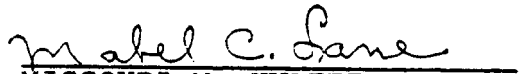
Section 3. This Agreement shall remain in full force and effect until a new Agreement is signed by the Director, Washington Headquarters Service.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement this 9th day of June 1988.

FOR THE DEPARTMENT OF DEFENSE,
OFFICE OF THE SECRETARY,
FEDERAL FACILITIES DIVISION,
REAL ESTATE AND FACILITIES
DIRECTORATE

FOR THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES,
LOCAL 2456



L. W. FREEMAN, JR.
Director, Real Estate and
Facilities Directorate

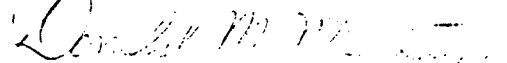

MISSOURI M. HYATTE
Principal Union Represent-
ative
AFGE Local 2456


Negotiated By:

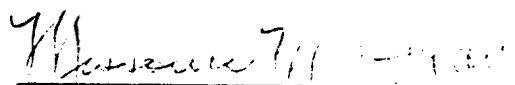
FOR THE EMPLOYER:


FOR THE UNION:



Francine Abrams Chisholm
Chief Negotiator

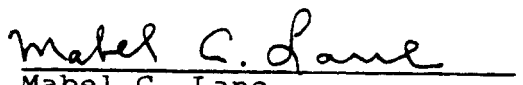

Donald M. MacIntyre
Chief Negotiator


Robert A. Jackson, Jr.
Member



Missouri M. Hyatte
Member


Joseph A. Willoughby
Member


Lessie M. Coleman
Member


Mabel C. Lane
Member

APPROVAL:


DAVID O. COOKE
DIRECTOR, WASHINGTON HEADQUARTERS SERVICES

EFFECTIVE: 7 July 1988

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