

AGREEMENT BETWEEN

81st Regional Support  
Command (RSC)

AND

Local 81

American Federation of  
Government Employees  
(AFL-CIO)

*Approved by the  
Department of Defense on  
19 February 2014*

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## **PREAMBLE**

Pursuant to the policy set forth in Title 5, US Code, Chapter 71, (hereinafter referred to as the Statute) and subject to all applicable laws and regulations including those issued by the Office of Personnel Management (OPM), the Department of Defense (DOD), and higher echelons within the Department of Army (DA), the following articles constitute a Collective Bargaining Agreement, hereinafter referred to as CBA, by and between the 81st Regional Support Command (RSC), hereinafter referred to as the Employer, and Local 81, American Federation of Government Employees (AFGE), AFL-CIO, hereinafter referred to as the Union, on behalf of bargaining-unit Employees, hereinafter referred to as Employees.

The Employer and the Union agree that a constructive and cooperative working relationship between labor and management is essential to achieving the Department's mission and to ensuring a quality work environment for all Employees. The parties recognize that this relationship must be built on a solid success. Therefore, the parties agree to work together using partnership principles, Labor-Management Forums, and the CBA to identify problems, craft solutions, and enhance productivity.

The Employer and the Union encourage all Employees to become familiar with the contents of this CBA. Additionally, Employees are encouraged to review 81st RSC local policies at the 81st RSC SharePoint portal, <https://xtranet/sites/81rsc/SitePages/Home.aspx>, and US Army Reserve Command (USARC) policies at <https://xtranet/Pages/default.aspx>. Employees may also obtain additional information regarding various topics regarding Federal employment from the Personnel Management Information and Support System (PERMISS) website at <http://cpol.army.mil/library/permis>.

## **ARTICLE I - RECOGNITION AND UNIT DESCRIPTION**

Section 1. The Employer recognizes the Union as the exclusive representative of all Employees, as defined in Section 2 below.

Section 2. The recognized bargaining unit is described as:

a. Included: All employees of the Department of the Army, US Army Reserve Command, 81st Regional Support Command, Fort Jackson, South Carolina.

b. Excluded: All management officials, supervisors, and employees defined in Title 5, US Code, section 7112(b)(2), (3), (4), (6) and (7).

## **ARTICLE II – PROVISIONS OF LAW AND REGULATIONS**

Section 1. It is the intent and purpose of the Employer and the Union to promote and improve the efficient administration of the Federal service and the well-being of Employees within the meaning of the Statute; to establish a basic understanding relative to personnel policy, practices, procedures, and matters affecting conditions of employment; and to provide means for amicable discussion and adjustment of matters of mutual interest in the 81st RSC.

Section 2. In the administration of all matters covered by this CBA, the Employer and Employees are governed by existing and future laws and the regulations of appropriate authorities, including policies set forth in the Code of Federal Regulation (CFR); by published policies and regulations of the DOD, DA, and the United States Army Reserve Command (USARC) in existence at the time this CBA is approved; and by subsequently published policies and regulations of the DOD, DA, and the USARC required by law or by regulations of appropriate authorities or authorized by the terms of a controlling CBA at a higher agency level.

### **ARTICLE III – LABOR-MANAGEMENT PARTNERSHIP COUNCIL**

Section 1. The Employer and the Union agree to maintain a Labor-Management Partnership Council (LMPC).

Section 2. The LMPC's purpose is to support and enhance the command's mission. This accord is grounded in a shared, overriding interest in delivering the highest quality products and services to the command and its customers. In this regard, the Employer and the Union are committed to pursuing solutions that promote increased quality and productivity, customer service, quality of work life, Employee empowerment, mission accomplishment, efficiency, organizational performance and military readiness, while considering the legitimate interests of both the Union and the Employer. The LMPC will discuss and endeavor to resolve problems in conjunction with personnel policies, practices, general conditions of employment of unit Employees that are within the discretion to the Employer, and other matters related to the labor-management relationship. Individual grievances and complaints will not be discussed at these meetings.

## **ARTICLE IV – MANAGEMENT RIGHTS AND OBLIGATIONS**

Section 1. Management officials of the Employer retain the following rights in accordance with Title 5, US Code, section 7106:

- a. To determine the mission, budget, organization, number of Employees, and internal security practices of the Employer;
- b. To hire, assign, direct, layoff, and retain Employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
- d. To make selections for vacant positions from a properly ranked and certified list of candidates for promotion, or from any other appropriate source; and
- e. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. The right to make reasonable rules and regulations, to include setting the standards of acceptable conduct, shall be considered an acknowledged function of the Employer. In prescribing regulations relating to personnel policies, the Employer shall have due regard for the obligation to consult imposed by the Statute.

Section 3. The provisions of Sections 1 and 2, above do not preclude the Employer and the Union from negotiating agreements regarding the procedures the Employer will observe in exercising any authority under this Article or appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article by the Employer.

Section 4. The Employer will not implement any new policy or apply any policy retroactively to any matter covered by this CBA without negotiating as required by law or regulation, except where such application of a policy was directed by higher headquarters. The Union will be informed prior to the implementation of policies having a significant impact upon bargaining unit Employees and, upon Union request, the Employer will reduce new or retroactive policies to writing and furnish the Union a copy of same.

Section 5. The Employer shall treat all Employees fairly and equitably. All provisions of this CBA and applicable policies and regulations shall be applied fairly and equitably to all Employees.

## **ARTICLE V – UNION RIGHTS AND OBLIGATIONS**

Section 1. The Union is the exclusive representative of Employees and therefore has the authority to act for and negotiate agreements applicable to all Employees as provided by the Statute.

Section 2. The Union accepts the responsibility to represent, in good faith, the interests of all Employees without discrimination and without regard to membership in the Union.

Section 3. The Employer acknowledges that the Union has the right to present its views to the Employer on matters of concern and to have such views considered in the formulation and implementation of personnel policies and practices which are at the discretion of the Employer.

Section 4. The Employer agrees to provide the Union the opportunity to be represented at formal discussions between the Employer and Employees concerning grievances, personnel policies and practices, and other matters affecting general condition of employment of Employees. The Union's right to be present does not extend to informal discussions between an Employee and supervisory personnel.

Section 5. The Employer agrees to furnish the Union with a current list of Employees each January 1st and July 1st of each calendar year. The list will include the name, title, series, grade, and duty location of each Employee.

Section 6. The Union agrees to furnish the Employer with a current list of the names and positions of its officers and designated stewards on January 1st and July 1st of each calendar year, or as soon as possible following any change in the designation of Union officers and stewards. The list will include the name, title, and area of jurisdiction the stewards have been designated to represent. The Employer will not recognize an Employee as a Union officer or steward unless their name and assignment appear on a listing that has been furnished to the Employer by the Union President.

Section 7. The Union agrees to provide the Employer the current mailing address of the Union to which all correspondence concerning the Union should be sent.

Section 8. Union representatives who are not Employees of the 81st RSC but who desire admission to the Employer's premises will make arrangements at least one workday in advance through the office of the Chief of Staff, 81st RSC. Such requests will include the reason for the visit. All arrangements will be consistent with safety and internal security practices.

## **ARTICLE VI – EMPLOYEE RIGHTS AND OBLIGATIONS**

Section 1. Each Employee has the right to form, join, or assist the Union, or to refrain from any such activity freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right.

Section 2. Except as otherwise provided in the Statute and in this CBA, the right to assist the Union includes the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the government, the Congress, or other appropriate authorities.

Section 3. No Employee may participate in the management of the Union or serve as a representative of the Union if that Employee is a supervisor or whose participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the Employee.

Section 4. Nothing in this CBA shall require an Employee to become or to remain a member of the Union, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions or by voluntary cash payment by a member.

Section 5. This CBA does not preclude any Employee, or group of Employees, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate Union representatives or the Employer in accordance with applicable law, rules, regulations, or 81st RSC policy, or from choosing their own representative in any grievance or appeal other than the negotiated grievance procedure.

Section 6. The Employer shall endeavor to assure that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in any labor organization. The Union shall not interfere with, restrain, or coerce an Employee in the exercise of their rights assured by the Statute.

### Section 7.

a. Each Employee has the right to be represented by the Union at an examination of the Employee by a representative of the Employer in connection with an investigation if:

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

(2) the Employee requests representation.

b. The right to representation does not extend to informal routine worksite discussions, counseling sessions, or performance evaluations between the Employee and the supervisor. If a Union representative is requested and present at the investigatory meeting, the representative is not entitled:

- (1) to official time to prepare for the meeting;
- (2) to bargain with the Employer regarding the investigation itself; or
- (3) to interfere with the investigation.

However, this does not preclude the Employee from consulting with the Union representative present during the investigation.

c. The Employer reserves the right to cancel the investigative interview at any time. A decision by the Employer to cancel an investigative meeting or interview need not be justified in any way. The Employer may proceed with its investigation and with proposed disciplinary action on the basis of information from other sources.

d. The Union agrees to provide a representative, if requested by the Employee, who is reasonably available and whose selection would not result in an undue delay to the Employer in conducting the examination.

Section 8. The Employer shall annually inform bargaining unit Employees of their rights under Section 7 of this Article.

## **ARTICLE VII – USE OF OFFICIAL TIME**

Section 1. For the purpose of authorizing Official Time, as defined in Title 5, US Code, section 7131, the Employer agrees to recognize a maximum of nine (9) stewards. Employees seeking Union representation will contact the Union steward designated by the Union to represent Employees assigned to their organization. Official Time is limited to one Union representative per grievance/disciplinary action. Union officials will represent the entire bargaining unit as defined in Article I, including Department of the Army Civilian Employees and Military Technicians.

Section 2. The Employer and the Union agree that Official Time will not be authorized for Union officers or stewards to perform internal Union business. Examples of internal Union business include, but are not limited to: solicitation for membership; campaigning for, or participating in, Union elections; solicitation of complaints or grievances; performance of administrative functions related to benefits offered by the Union; and, audit of Union financial records.

Section 3. The Employer and the Union agree that Official Time is to be used judiciously and limited to the amount of time that the Employer and the Union agree to be reasonable, necessary and in the public interest as reflected in the Statute. Union officers and designated Union stewards that are Employees of the 81st RSC may use Official Time to perform statutory representational duties within the following limitations:

- a. Union President – a maximum of twenty four (24) hours each pay period, subject to mission requirements.
- b. Vice President – a maximum of twenty four (24) hours each pay period, subject to mission requirements.
- c. Union Stewards – a maximum of four (4) hours each pay period, subject to mission requirements.

Union representatives may request additional Official Time beyond the time limitations stated above. The Union representative must submit to the 81st RSC Chief of Staff, or his or her designee, a request for a specific number of additional hours of Official Time for a specific pay period along with sufficient justification supporting the request for the additional Official Time. Such requests for additional Official Time may be made in writing, by telephone, or by email, depending upon the circumstances of the request, and must be submitted within three (3) duty days of the beginning of the requested Official Time period. The Chief of Staff, or designee, will review the request to determine whether the representational activity of the Union official is reasonable, necessary, in the public interest, or not appropriate due to mission requirements. The Chief of Staff, or designee, will inform the requesting Union representative of the approval/disapproval of the requested additional Official Time by 1600 hours of the duty day following the submission of the request. If the request for additional Official Time is approved, the appropriate Director, Section Chief, or supervisor will be so notified. However, the Union representative must still obtain specific approval from the appropriate management official for the use of the additional Official Time for that pay period, using the procedures set forth below. If the request is disapproved, the Chief of Staff, or designee, will explain the reason for the disapproval and, if appropriate, suggest a more opportune date/time for the representational activity.

Section 4. The Employer and Union agree that the Union President and Vice President may use up to forty (40) hours per year of Official Time in order to attend Union training that is of the mutual benefit of the Employer and Union. The Union President and Vice President must submit requests for Official Time for training to the 81st RSC Chief of Staff, or his or her designee, in writing along with a detailed description of the training and an explanation as to how such training is of mutual benefit. If the request for Official Time for training is approved, the appropriate Director, Section Chief, or supervisor will be so notified. However, the Union representative must still obtain specific approval from the appropriate management official for the use of Official Time for training for that pay period, using the procedures set forth below.

Section 5. The use of Official Time is subject to the following procedures:

a. The Employer and the Union agree that Union representatives will request to use Official Time by completing and submitting Appendix A, Request For Official Time, to the appropriate management official forty eight (48) hours in advance of the beginning of the requested time period. Only Directors and Section Chiefs at the 81st RSC Headquarters and supervisors of Area Maintenance Support Activities (AMSAs), Equipment Concentration Sites (ECSs), and Reserve Personnel Advisory Centers (RPACs) may approve requests for Official Time. The completed request should provide sufficient information so that the supervisor may render a decision as to whether the nature of the request is representational and whether the amount of time meets the statutory standard, i.e., is reasonable, necessary and in the public interest. The supervisor may approve the request, suggest a more opportune date/time, or disapprove the request by completing the Request For Official Time. Prior to the Union representative leaving the workplace on approved Official Time, the supervisor and Union representative will complete Section IIIa of the Request For Official Time form.

b. Upon completion of the representational duties or the expiration of the approved amount of Official Time granted, the Union representative will return to their work place and notify their supervisor. Together, the supervisor and the Union representative will complete Section IIIb of the Request For Official Time form.

## **ARTICLE VIII – USE OF OFFICIAL FACILITIES**

Section 1. Subject to availability, the Employer agrees to furnish bulletin board space no larger than 1/4 of one bulletin board in each USAR facility housing Employees covered by this CBA for the purpose of posting Union notices and similar informational material. The Union will be responsible for posting and removing material and maintaining its bulletin board space in an orderly fashion. The Union is fully and solely responsible for the content of the posted material in terms of accuracy, adherence to ethical and legal standards, and in accordance with applicable directives and regulations of higher authority.

Section 2. At the request of the Union, and subject to availability and to safety and security regulations, USAR Centers under the control of the 81st RSC may be made available for Union meetings during non-duty hours of the Employees. A specific request will be submitted to the Employer for each meeting at least three (3) workdays in advance of the meeting. The Union accepts responsibility for leaving each facility secure and in a clean and orderly condition.

Section 3. Union officials, who are otherwise Employees, will be permitted to use government telephones and computers when necessary to conduct bonafide representational duties as authorized by this CBA and governing regulations. At times of funding constraints, use of such equipment may be limited.

## **ARTICLE IX – DUES WITHHOLDING**

Section 1. Employees of the bargaining unit who are members of the Union may authorize on a voluntary basis an allotment of pay for the payment of dues. The Union shall supply Standard Form (SF) 1187 (Request for Payroll Deduction for Labor Organization Dues) and be responsible for the distribution of the form to its members. The Union shall be responsible for completion of Section A of the SF 1187, including the certification of the current amount of the Union's regular dues to be deducted each bi-weekly pay period. The Union shall be responsible for educating its members on the program for allotments for payment of dues, its voluntary nature and the use and availability of the required form.

Section 2. An Employee may request revocation of his/her dues allotment for deduction of an Employee's Union dues by submitting a properly completed and signed SF 1188 (Cancellation of Payroll Deduction for labor Organization Dues) to the Union. Revocation can only be made 30 days prior to the first year anniversary date of the initial allotment or 30 days prior to such anniversary date each subsequent year. The Union will forward the SF 1188 to the appropriate pay office for processing.

## **ARTICLE X – EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Employer and the Union agree to cooperate in providing equal employment opportunity (EEO) for all persons and to prohibit discrimination because of race, color, religion, sex, age, handicapping condition, national origin, or other non-merit reasons.

### Section 2.

a. Any Employee who believes that they have been the subject of illegal discrimination has the right to pursue resolution through the Employer's EEO Complaint Procedure. If the Employee has filed a formal union grievance, they are precluded from filing a formal EEO Complaint regarding the same issue.

b. The Employer agrees that no Employee will be subject to retaliation for making an allegation of discrimination, filing an EEO Complaint, or participating in any stage of the administrative or judicial proceedings involving EEO Complaints.

c. The Employer agrees to initiate corrective action when it becomes aware of any act of illegal discrimination.

d. An Employee filing an informal or formal EEO Complaint shall have the right to be represented by a representative of the Employee's choice, subject to regulatory restrictions. Official Time for the Employee's representative may be approved in accordance with the Employer's EEO policy.

e. The Employer and Union agree that EEO matters affecting all Employees may constitute conditions of employment within the meaning of the Statute and, therefore, a duty to bargain on behalf of the Employer.

f. When an Employee who is a designated Union representative acts as an Employee's personal representative during the processing of an EEO Complaint, the Union agrees to clarify the role of the Union representative to the Employer. Specifically, the Union will clarify whether that Union representative also has the authority to bind the Union with respect to any statutory obligations that may arise from a settlement agreement.

### Section 3.

a. The Employer and the Union agree to immediately advise each other of any perceived or existing EEO problems of which they have become aware. The Employer and the Union agree to jointly seek solutions to such problems.

b. The Employer agrees to consider Employees nominated by the Union when making selections for Employees to be trained and appointed as EEO counselors.

## **ARTICLE XI – MERIT PROMOTION**

Section 1. Promotions will be effected in accordance with applicable rules and regulations. It is understood that the primary objective is to obtain the best-qualified candidate based on merit principles. However, the Employer retains the option of choosing alternative methods of filling vacancies (e.g., appointment, reinstatement, reassignment, transfer, etc.).

Section 2. It is agreed that the Employer will utilize to the maximum extent possible the skills and talents of its Employees.

Section 3. Vacancy announcements will be advertised in accordance with servicing Civilian Personnel Advisory Center (CPAC) procedures.

Section 4. Employees may not file a grievance per Article XXV of this CBA based on their non-selection for promotion from a group of properly ranked and certified candidates. A grievance concerning an alleged procedural violation regarding the ranking and certification of candidates for promotion to a bargaining unit position by the Civilian Personnel Advisory Center (CPAC) is also not allowed under this CBA, but is allowed under the Administrative Grievance Procedures established by USARC and the Employer. Such grievances are filed with the appropriate official from the Employer as set forth in those procedures, and that official will forward the grievance to USARC or other appropriate agency. That agency will attempt to resolve the grievance and will respond to the Employee. Employees and Union Representatives may review records used in rating and ranking candidates as authorized under the Privacy Act and other applicable laws and regulations.

Section 5. Temporary promotions will be made in accordance with applicable Office of Personnel Management and DA regulations and this CBA.

## **ARTICLE XII – REDUCTION-IN-FORCE AND TRANSFER OF FUNCTION**

Section 1. Prior to official notification to Employees and at the earliest practicable date, the Union will be notified of any pending reduction in force (RIF) and/or transfer of function affecting bargaining unit Employees. If a RIF or transfer of function occurs, the LMPC discussed in Article III of this CBA will immediately convene to discuss implementation. The Employer agrees to provide the following information to the Union:

- a. The reason for the RIF or transfer of function.
- b. The approximate numbers, types, and grades of positions involved.
- c. The anticipated effective date of the action.
- d. Additional information requested by the Union when available and in accordance with applicable laws and regulations.

Section 2. In the event of an announced RIF or transfer of function, the Employer agrees, upon Union request, to reopen this Article to bargain regarding procedures used in implementing the RIF or transfer of function and arrangements for Employees adversely impacted by the RIF or transfer of function, to the extent required by law. The Union agrees that such a request to bargain will be submitted within ten (10) workdays of the above-referenced notification to the Union.

Section 3. The Employer shall provide a written notice to each Employee affected by a change to lower grade or separation in a RIF normally at least sixty (60) calendar days prior to the effective date. The notice shall give the Employee's service computation date, subgroup, the effective date of the action, the competitive area and competitive level, and applicable grievance or appeal rights. Specific notices will be provided as soon as practicable after it is determined that an Employee will be affected by a change to lower grade or separation but at least five (5) days in advance of the effective date.

Section 4. The Employer agrees that the competitive area and competitive levels for a RIF will be established in accordance with applicable regulations. Upon request, the Union will be allowed to review competitive levels for Employees.

Section 5. The Employer will make reasonable efforts to answer any questions and provide appropriate counseling to any Employee affected by a RIF or transfer of function in accordance with governing regulations.

Section 6. All RIFs and transfers of function will be carried out in strict compliance with applicable laws and regulations.

## **ARTICLE XIII – GRADE AND PAY RETENTION**

Section 1. Title 5, Code of Federal Regulations, Part 536 contains detailed information regarding an Employee's entitlement to retain their grade and pay when they are placed in a lower grade position because of a reclassification action or application of reduction in force procedures. This provision includes applicable rules regarding criteria for this entitlement, declining a reasonable offer of another position, breaks in service, termination of the entitlement, demotions, required actions of Employees, and submission of appeals.

Section 2. Employees may obtain more information regarding grade and pay retention at the PERMISS website: <http://cpol.army.mil/library/permis/2425.html>. Since provisions regarding grade retention are subject to changes to law, regulations, or current procedures, Employees should consult with the 81st RSC, Directorate of Human Resources and/or the servicing Civilian Personnel Advisory Center (CPAC) for updated information regarding these issues.

## **ARTICLE XIV – HOLIDAYS**

Section 1. Eligible Employees will be entitled to all holidays prescribed by Federal law and those that may be designated by Executive Order. Such holidays will be observed in accordance with applicable regulations.

Section 2. It is mutually agreed that work on holidays will be held to a minimum, subject to meeting mission requirements.

Section 3. Insofar as is practicable, selection for holiday work will be made by the Employer from among those volunteers within the work unit who possess the required skills and insofar as the requirements of the mission will permit. In the case of no qualified volunteers, the Employer will designate those Employees who are required to work on as equitable a basis as possible with the primary consideration being the accomplishment of the mission.

## **ARTICLE XV – ANNUAL LEAVE**

Section 1. Employees shall earn, accrue, and use annual leave in accordance with applicable laws and regulations. The use of annual leave is an entitlement of the Employee, subject to the leave being scheduled and approved in advance by the supervisor in accordance with work requirements. Annual leave is normally used for two general purposes: (1) to provide all Employees with the opportunity for a period of extended leave for rest and recreation, and (2) to provide periods of time off for personal or emergency purposes.

Section 2. All annual leave exceeding one day will normally be requested at least ten (10) calendar days in advance, unless leave is required due to a valid personal or family emergency situation. Requests for annual leave will be submitted in accordance with policies established by the immediate supervisor and will be approved or disapproved at least five (5) days prior to the requested leave. All annual leave requests of one day or less will normally be requested at least five (5) calendar days in advance, unless leave is required due to a valid personal or family emergency situation, and the immediate supervisor will approve or disapprove such requests at least three (3) calendar days prior to the requested leave. When conflicts in scheduling periods of leave occur between Employees who perform the same duties, and the conflict cannot be resolved by mutual agreement, the Employee with the oldest Service Computation Date will normally be granted the requested leave.

Section 3. Requests for unscheduled annual leave will be held to a minimum, except for valid personal or family emergency situations. When circumstances arise requiring the use of annual leave not previously approved, the Employee may not presume automatic approval of requests for annual leave. The Employee must contact their supervisor via telephone to request and obtain approval of the use of annual leave within one hour after the beginning of the Employee's scheduled tour of duty. If the immediate supervisor is not available, the next level supervisor will be contacted. Telephone calls from other than the Employee themselves will not meet the requirements of this notification. Employees may not use texts or emails for this required contact. If there is a doubt as to the validity of the emergency request, the supervisor may require the Employee to submit documentation to support the approval of leave for that purpose. Any other short-notice leave request will be considered on an individual basis in consideration of mission needs.

Section 4. The Employer reserves the right to cancel previously scheduled or requested annual leave in accordance with appropriate laws and regulations when a work exigency necessitates such action. The supervisor will notify the Employee(s) affected as soon as possible after a situation develops which requires rescheduling or cancellation of leave and will provide the Employee(s) specific reasons as to the need for these actions. Employees whose leave is canceled under this Section may reschedule their leave in accordance with Section 2, of this Article.

Section 5. Failure to obtain approval for use of annual leave as established by this Article may result in the Employee being charged absent without leave and appropriate disciplinary action being initiated.

## **ARTICLE XVI – SICK LEAVE**

Section 1. Employees shall earn, accrue, and use sick leave in accordance with applicable laws and regulations. Sick leave will be charged in 15-minute increments. The use of sick leave is subject to the approval of the supervisor.

Section 2. Employees incapacitated for duty because of illness must personally contact their supervisor via telephone to obtain approval of the use of sick leave within one hour after the beginning of the Employee's scheduled tour of duty. If the immediate supervisor is not available, the next level supervisor will be contacted. Telephone calls from other than the Employee themselves will not meet the requirements of this notification unless the Employee is actually incapable of calling themselves. Employees may not use texts or emails for this required contact.

Section 3. Failure to obtain approval for the use of sick leave as established in this Article may result in an Employee being charged absent without leave and appropriate disciplinary action being initiated.

Section 4. The Union agrees to cooperate with the Employer to actively encourage the prudent use of sick leave by Employees. It is agreed and understood that the Employer has the right to require that an Employee furnish a medical certificate for each and every absence which the Employee claims was due to incapacitation for duty on the following basis:

a. There is reasonable evidence that the Employee has abused sick leave privileges within the previous six (6) month period. Such reasonable evidence of sick leave abuse includes, but is not limited to, a detectable pattern of sick leave absence on: Mondays and/or Fridays; workdays adjacent to holidays; paydays; workdays with deadlines and/or suspenses; and workdays on which a previous request to use annual leave was denied.

b. The Employee's supervisor has counseled the Employee in respect to the use of his/her sick leave, a record of such counseling is on file, and the Employee's record subsequent to the counseling does not indicate improvement; and

c. The Employee has been given a written notice by the supervisor that he/she must furnish a medical certificate for each sick leave absence.

Section 5. The written notice requiring medical certification discussed above issued to Employees will terminate six (6) months after the date issued. If it becomes evident that the Employee is again abusing his/her sick leave privileges, then the supervisor may issue another written notice or take other appropriate disciplinary action.

Section 6. Employees absent and requesting to use sick leave for more than three (3) consecutive workdays will be required, upon return to duty, to provide a medical certificate documenting the Employee's incapacitation for duty for the period during which sick leave is being requested

Section 7. Sick leave for medical appointments that cannot otherwise be scheduled outside the Employee's tour of duty shall be requested as far in advance as possible in order to allow for effective workload planning.

Section 8. An Employee is entitled to use sick leave for bereavement purposes, which includes making arrangements required by the death of a family member and attending the funeral of a family member, in accordance with applicable government-wide laws, rules and regulations.

## **ARTICLE XVII – OTHER TYPES OF LEAVE**

Section 1. Employees may request and use annual leave, sick leave, and leave without pay as a result of their own illness, or the illness of others, or for other purposes as prescribed by applicable laws and regulations, such as the Family and Medical Leave Act (FMLA) and Title 5, Code of Federal Regulations, section 630.

Section 2. All absences from duty during the basic workweek must be charged to the appropriate leave category unless there is a legal or regulatory authority for such absence to be excused without charge to leave. Excused absences are normally authorized on an individual basis. Matters appropriate for excused leave include:

a. Voting. Employees scheduled to work on an election day who are eligible to vote in such election may be granted the minimum time of excused absence necessary to provide them three hours time within which to vote either immediately after the polls open or before they close, whichever requires the lesser amount of excused absence. Employees are not entitled to an automatic three hours off on voting days; the three hours is the amount of time that Employees should have available to vote either before reporting to work or after departing work. Since most voting locations have both early and extended hours, the need for granting excused absence will be rare since most Employees will not require any excused absence in order to have three hours within which to vote. Supervisors may grant excused absence for voting on a case-by-case basis where the Employee can demonstrate the necessity. Under exceptional circumstances where the above rule does not permit sufficient time to vote, such as when an Employee's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, an Employee may be excused for such additional time as may be needed to enable him or her to vote, depending upon the particular circumstances in his or her individual case, but the time excused shall in no case exceed one day. Employees who are in a leave status for any portion of Election Day will not be granted excused absence for voting.

b. Blood Donors. Employees who volunteer as blood donors, without compensation, may be authorized a maximum of four (4) hours of excused absence on the day blood is donated, provided advance notification to and approval by the supervisor is given. The time is to be used to travel to and from the blood center, to donate the blood, and for recuperation following donation. This provision is not intended to cover an Employee whose donations involve the need for recurring absence over an extended period or situations in which the Employee has blood stored for his/her own use.

c. Court Leave. An Employee who is summoned to serve as a juror in a judicial proceeding is entitled to paid time off without charge to leave. The Employee is responsible for informing his or her supervisor if he or she is excused from jury service for one day or more or for a substantial part of a day. Additionally, an Employee who is summoned as a witness in a judicial proceeding in which the Federal, State, or local government is a party is entitled to court leave. However, an Employee who is summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not court leave.

Section 3. More specific information regarding these other types of leave is available on PERMISS under the Management-Employee Relations Program section –

<http://cpol.army.mil/cgi-bin/permis/tree.cgi?MainSection=MERP> – and in DOD Instruction 1400-25, Volume 630, DOD Civilian Personnel Management System: Leave.

## **ARTICLE XVIII – TOURS OF DUTY**

Section 1. The Employer and the Union recognize that the mission of the Army Reserve program requires a degree of flexibility and responsiveness to changing conditions uncommon to most organizations within the Federal service. Work schedules of Employees supporting the Army Reserve program must be geared to the training schedules and activities of the Reserve unit(s) supported. For this reason, a higher degree of flexibility in the establishment and/or review of work schedules is necessary to attain the required responsiveness and achievement of organizational goals.

Section 2. A period of seven (7) consecutive days, beginning at 0001 on Sunday and ending at 2400 the following Saturday, constitutes an Administrative Workweek. The Basic Workweek shall normally consist of five (5) consecutive, eight (8) hour days, Monday through Friday, excluding the prescribed lunch period each day. The official business hours of the Employer are 0730-1600. Employees may not work during the established lunch period in order to shorten the workday.

Section 3. Employees will be authorized one fifteen (15) minute rest period approximately midway during each four (4) hours of continuous work. The Employer retains the right to establish and change parameters during which break periods may be utilized in order to provide coverage of the work area.

Section 4. To improve Employee morale/quality of life, while enhancing productivity and customer service, the Employer agrees to implement an Alternate Work Schedule (AWS) privilege for Employees. The underlying principle of the use of AWS is to afford Employees with the maximum flexibility in selecting their work schedules, to the extent that such does not result in any adverse impact upon the Employer's ability to effectively and efficiently accomplish its mission. The Employer reserves the right, without the obligation to negotiate with the Union, to exempt individuals or organizational entities from the AWS privilege. Employees are authorized to change their AWS once every six months, subject to supervisor approval, unless documented extenuating circumstances exist.

Section 5. The specific AWS options authorized are as follows:

a. Flexible Work Schedule - Flexitour. A full-time Employee works ten (10), eight (8) hour days comprised of Core Time and Flexible Time for a total of 80-hours in a bi-weekly pay period.

b. Compressed Work Schedule - Four-day Workweek. A full-time Employee works ten (10) hours a day, forty (40) hours a week, and eighty (80) hours in a bi-weekly pay period. This option is only available for Employees of AMSAs and ECSs.

c. Compressed Work Schedule – Five/Four-Nine Workweek. A full-time Employee works eight (8), nine (9) hour days and one eight (8) hour day for a total of 80 hours in a bi-weekly pay period.

Section 6. Principles of all AWSs:

- a. Employee participation is optional.
- b. The Employer retains the right to determine the numbers, types and grades of Employees required to be on duty at any time to assure that essential work is performed as required.
- c. Employees requesting to work an AWS will submit a request in accordance with current Employer policy. The Defense Finance and Accounting Service requires appropriate documentation when an Employee temporarily deviates from their established work schedule.
- d. The Employer and the Union agree and acknowledge that the Employer's approval for an Employee to work an AWS may be withdrawn or altered by the Employer to meet organization mission requirements or due to Employee abuse.
- e. The Employer may require new Employees to work during the official business hours of the Employer until the Employee becomes sufficiently oriented to the job/organization.
- f. The Employer may require Employees to report for duty for the official business hours of the Employer when work conditions require, such as, but not limited to, special projects.

Section 7. Flexible Work Schedule - Flexitour. All Employees afforded the privilege to work Flexitour are subject to the following conditions:

- a. The flexible workday will be from 0630 to 1730.
- b. Employees may elect a start time, in thirty (30) minute increments, between 0630 and 0830, in accordance with Section 6c of this Article.
- c. Core Time, the time during which all Employees must be on duty or on approved leave is, 0830-1130 and 1300-1500.
- d. Employees will take a lunch break of thirty (30) to sixty (60) minutes between the hours of 1130 and 1300. Supervisors retain the right to establish and change parameters during which Employees may take a lunch break.
- e. Employees scheduled to attend training will adjust their working hours to coincide with the scheduled classroom hours.
- f. Employees on TDY will adjust their working hours to coincide with the host agency's official business hours.

Section 8. Compressed Work Schedule - Four (4) day Workweek. All Employees (AMSA/ECS only) approved to work a four (4) day workweek are subject to the following conditions:

- a. The flexible workday will be from 0600 to 1800.

b. Employees may elect a start time, in thirty (30) minute increments, between 0600 and 0730, in accordance with Section 6c of this Article. This start time, once approved by the Employer, becomes the Employee's fixed schedule.

c. Core Time, the time during which all Employees must be on duty or on approved leave, is 0730-1130 and 1300-1630.

d. Employees will take a lunch break of thirty (30) to sixty (60) minutes between the hours of 1130 and 1300. Supervisors retain the right to establish and change parameters during which Employees may take a lunch break.

e. Employees will be paid for the number of hours scheduled when a holiday falls on a scheduled workday.

f. When an Employee on a compressed work schedule has three consecutive non-workdays scheduled off, and a holiday falls on one of these non-workdays, the following rules shall apply in designating a workday as the "in lieu of" holiday: when the holiday falls on the Employee's first non-workday, the preceding workday shall be designated as the "in lieu of" holiday; when the holiday falls on the second or third non-workday, the next workday shall be designated as the "in lieu of" holiday.

g. A decision by the Employer will be made before the beginning of the pay period in which the TDY is scheduled, for the Employee to either:

(1) Remain on a four-day workweek; or

(2) Revert to regular tour of duty eight-hour workday observed at TDY site and, upon return from TDY, revert back to original AWS for next pay period (work schedule changes are required with rationale).

Section 9. Compressed Work Schedule - Five/Four-Nine Workweek. All Employees approved to work a Five/Four-Nine Workweek are subject to the following conditions:

a. The flexible workday will be from 0600-1730.

b. Employees may elect a start time, in thirty (30) minute increments, between 0600 and 0730, in accordance with Section 6c of this Article. This start time, once approved by the Employer, becomes the Employee's fixed schedule.

c. Core Time, the time during which all Employees must be on duty or on approved leave, is 0730-1130 and 1300-1530.

d. Employees will take a lunch break of thirty (30) to sixty (60) minutes between the hours of 1130 and 1300. Supervisors retain the right to establish and change parameters during which Employees may take a lunch break.

e. Employees will be paid for the number of hours scheduled when a holiday falls on a scheduled workday.

f. When an Employee on a compressed work schedule has three consecutive non-workdays scheduled off and a holiday falls on one of these non-workdays, the following rules shall apply in designating a workday as the “in lieu of” holiday: when the holiday falls on the Employee’s first non-workday, the preceding workday shall be designated as the “in lieu of” holiday; when the holiday falls on the second or third non-workday, the next workday shall be designated as the “in lieu of” holiday.

g. A decision by the Employer will be made before the beginning of the pay period in which the TDY is scheduled, for the Employee to either:

(1) Remain on a Five/Four-Nine compressed work plan; or

(2) Revert to regular tour of duty eight-hour workday observed at TDY site and, upon return from TDY, revert back to original AWS for the next pay period (work schedule changes are required with rationale).

Section 10. Telework is an available work schedule flexibility plan for the Employer and its Employees. The scope of telework, eligibility of specific Employees and other issues regarding the use of telework is established by separate policy of the Employer.

Section 11. Employees who are dual status military technicians and are assigned to a unit in the Selected Reserve are authorized time for physical training as discussed below. Employees who are dual status military technicians on a five (5)-day workweek, Flexitour or regular schedule, are authorized one hour of duty time, three (3) days per week for physical training. Employees who are dual status military technicians on a four (4)-day compressed workweek schedule or Five/Four-Nine workweek schedule, wherein the Employee has a regular day off (RDO), are authorized one hour of duty time two (2) days per four (4)-day workweek for physical training. Duty time used for physical training must be outside the core work hours. If an Employee who is a dual status military technician is temporarily unable to participate in physical training, physical training hours will not be accumulated and carried over for later use. Performing work during otherwise scheduled physical training time does not entitle an Employee to either paid overtime or compensatory time. Physical training time is regular duty time for which the Employee is paid, whether or not physical training is performed. The Employer retains the right to cancel an Employee’s scheduled physical training time and direct Employees to perform duties/work instead of participating in physical training.

## **ARTICLE XIX – OVERTIME**

Section 1. The decision as to whether overtime is required and necessary to accomplish the Employer's mission is an acknowledged function of the Employer. When assigning overtime, the Employer agrees to consider, but not be limited to, the following factors:

- a. Special skill requirements of the work.
- b. Special project requirements.
- c. Employees who are currently performing the same work during the duty day that is to be performed on overtime.
- d. Qualifications of Employees.
- e. Call back requirements.
- f. Familiarity of the Employee with work to be accomplished.
- g. The Employer agrees not to assign overtime as a reward or punishment.

Section 2. The Employer agrees to give consideration to relieving an Employee from a requirement to work overtime based upon receipt of a valid reason from the Employee.

Section 3. Employees will be compensated in accordance with applicable laws and regulations for all overtime performed. Information regarding overtime compensation may be found at the PERMISS website: <http://cpol.army.mil/library/permis/5046.html>.

Section 4. The Employer agrees to notify those Employees who are needed to work overtime assignments as far in advance as is practicable.

Section 5. When an Employee is required to return to his or her place of employment outside of their regularly scheduled tour of duty, they will receive a minimum of two (2) hours of overtime compensation regardless of whether the Employee is required to work the full two (2) hours.

## **ARTICLE XX – POSITION DESCRIPTIONS**

Section 1. The Employer agrees that Employees will receive a copy of their position description when they are initially assigned to a position, whenever a change is made to the position description, and upon request.

Section 2. The Employer agrees to provide the Union with copies of any new Employee position descriptions five workdays prior to implementation.

## **ARTICLE XXI – PERFORMANCE MANAGEMENT**

Section 1. The Employer agrees that Employee Performance Evaluations will be prepared in accordance with policies and procedures reflected in Army Regulation 690-400, Total Army Performance Evaluation System (TAPES). AR 690-400 is available for review by all Employees at the Army Publishing Directorate website, [www.apd.army.mil](http://www.apd.army.mil).

Section 2. Performance based actions will be processed in accordance with Army Regulation 690-400, Chapter 432, other applicable regulations, and current Employer policies.

## **ARTICLE XXII – HEALTH AND SAFETY**

Section 1. The Employer and the Union agree that Employees are entitled to work in a safe and healthful environment in accordance with applicable laws and regulations. Employees are expected to be alert to unsafe practices, equipment and conditions in all areas that represent safety and health hazards and will report them to their supervisors for the purpose of making such conditions or procedures safe. Employees are responsible for promptly reporting to their supervisor any and all accidents in which they are involved or which they witness.

Section 2. The Employer agrees to furnish all special tools and protective clothing and equipment that Employees are required by the Employer to use or wear in the performance of their assigned duties as directed by appropriate regulations and directives. Employees are responsible for using, safeguarding, and properly caring for any such items issued to them; failure to do so may be grounds for disciplinary action against the Employee.

Section 3. The Employer, as required by applicable regulations to maintain a safe and healthful workplace, will conduct safety and health inspections or surveys. When the Employer's safety personnel conduct a worksite inspection, the Union will be given an opportunity to have a representative present. The Employer will give notice to the Union of a scheduled inspection of a particular worksite, but it is understood that no inspection will be delayed due to unavailability of the Union representative.

Section 4. Employees who are unable to perform the full range of their assigned duties as a result of an on-the-job injury or illness may be offered a light duty assignment in accordance with US Army Reserve Command policy. Employees injured off-the-job or suffering non-job related illness who are unable to perform the full range of their assigned duties may request use of sick leave, annual leave, leave without pay, advanced sick leave, or enrollment in the leave transfer program. If an Employee with an off-the-job injury or non-job related illness requests a light duty or limited duty assignment, the supervisor will consult with the Disability Program Manager, US Army Reserve Equal Employment Opportunity Office, Fort McCoy, to determine whether such limitations on the Employee's duty are appropriate.

## **ARTICLE XXIII – EMPLOYEE ASSISTANCE PROGRAM**

Section 1. The Employer and the Union recognize that problems such as health, financial, emotional, and those related to alcohol and other drug abuse can interfere with acceptable Employee performance, conduct, and/or behavior. The Employer and the Union also acknowledge that these problems are treatable.

Section 2. The Employer shall provide an Employee Assistance Program meeting the requirements of applicable laws and regulations for Employees experiencing work problems. The objective of the Program is to ensure Employees manifesting such problems are afforded reasonable opportunity for education, treatment and rehabilitation. Employee participation in this Program will be voluntary.

Section 3. Programs may be available from nearby military installations and will vary between installations and among the military services. Programs may include counseling, evaluation and other activities related to personal finance, emotional and psychological problems, as well as substance abuse awareness and treatment. Programs may include referral to community agencies and community resources that an Employee may use at their own expense. Employees should be advised to refer to their health insurance plan for coverage.

Section 4. Supervisors are responsible for evaluating an Employee's conduct and performance. If changes in behavior or performance that may be indicative of a problem area described in Section 1 above are noted, the Employee should be encouraged to use the resources of an Employee Assistance Program or other community resources. The Employer and Union agree that it is the Employee's responsibility to seek rehabilitation for recognized personal health problems in order to meet the responsibilities of a Federal Employee. Continued failure to meet established standards of conduct or performance could result in appropriate disciplinary action, to include removal.

Section 5. An Employee undergoing a prescribed program of treatment may request sick leave, annual leave, or leave without pay for this purpose subject to the same provisions contained in this CBA for requesting leave for any other illness which results in an Employee's incapacitation for duty.

Section 6. Supervisors and all Employer representatives will treat all records and discussions related to an Employee's participation in this Program, including counseling, referral and information provided, confidentially in accordance with applicable laws and regulations.

Section 7. Participation in the Employee Assistance Program will not be the basis for taking action against an Employee, denying an Employee promotion opportunity, or otherwise improperly retaliating against the Employee. However, participation in the Program shall in no way interfere with the Employer's right to exercise disciplinary action if an Employee's conduct so warrants, regardless whether an Employee voluntarily enters the Program or not. Each instance will be evaluated on a case-by-case basis.

Section 8. This policy applies to permanent Employees who have completed a probationary or trial period regardless of job title or responsibilities.

## **ARTICLE XXIV – DISCIPLINE**

Section 1. The Employer and the Union recognize that public interest requires the maintenance of proper Employee discipline and compliance with work rules.

Section 2. Disciplinary actions will be in consonance with applicable laws and regulations.

Section 3. The Employer and the Union agree with the concept of formally notifying Employees of the Employer's conclusion that the Employee has engaged in unacceptable behavior. This notification is for the purpose of precluding the possibility of an Employee engaging in repeated acts of the same misconduct which they could otherwise reasonably believe were acceptable. This notification will not, however, preclude the Employer from initiating disciplinary action, informal or formal, against the Employee for the same instance of unacceptable behavior. The notification will include: identification of the unacceptable behavior; an explanation of corresponding acceptable conduct; and a statement from the Employer as to whether or not they intend to pursue disciplinary action for that instance of misconduct. In the event the Employer initially indicates their intent to pursue disciplinary action but later abandons such action, the Employee will be notified immediately.

Section 4. In cases of formal discipline, the Employer will notify the Employee of their rights in accordance with applicable laws, regulations, and entitlements of this CBA.

Section 5. The Employer agrees to provide the Employee and their representative, if any, an opportunity to review all reasonable and pertinent information used as a basis to effect disciplinary action. The Employer agrees to provide Employees ten workdays to respond to proposed disciplinary actions, unless the circumstances require the application of the exceptions to the notice and reply periods for those cases covered by the "Crime Provision" and furloughs in accordance with government-wide regulations under Title 5, Code of Federal Regulations, sections 752.404(d)(1) and (2). Additional time may be granted upon request, on an individual case basis.

Section 6. Employees may obtain more information regarding disciplinary actions at the PERMISS website: <http://cpol.army.mil/library/permis/5a1.html>.

## **ARTICLE XXV – GRIEVANCE PROCEDURE**

Section 1. The purpose of the Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances covered by this CBA. This procedure shall be the exclusive procedure available to the Employer, Union and Employees for resolving grievances within its coverage. The Employer and the Union agree to attempt to resolve grievances at the lowest possible level. The Union agrees to actively discourage Employees from filing grievances over frivolous or facetious matters.

Section 2. It is understood that any Employee or group of Employees may present such grievances to the Employer without the representation of the Union, as long as the resolution of the grievance is consistent with the terms of this CBA and the Union has been given an opportunity to be present at any discussions between the Employer and the Employees regarding the grievance.

Section 3. The term "grievance" means any complaint:

- a. by any Employee concerning any matter relating to the employment of the Employee;
- b. by the Union concerning any matter relating to the employment of any Employee;
- c. by any Employee, the Union, or the Employer concerning:

- (1) The effect or interpretation or claim of breach of this CBA; or

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

Section 4. The following matters are excluded from the grievance procedure; however, there may be other procedures to resolve these issues:

- a. any claimed violation relating to prohibited political activities.
- b. retirement, life insurance, or health insurance.
- c. a suspension or removal for National Security reasons under Title 5, US Code, section 7532.
- d. any examination, certification, or appointment.
- e. the classification of any position that does not result in the reduction in grade or pay of an Employee.
- f. non-selection for promotion from a group of properly ranked and certified candidates.

g. the content or interpretation of published DOD or DA policies or regulations, provisions of law, or regulations of appropriate authorities outside the DOD, regardless of whether such policies, laws or regulations are quoted, cited, otherwise incorporated or referenced in this CBA.

h. notice of proposed action(s) or warning notices, the final action of which may be appealable under other procedures or grievable under this or other procedures.

i. separation/termination of temporary Employees and Employees during their probationary/trial period.

j. actions where no form of personal relief to the Employee is available.

Section 5. Questions of grievability and/or arbitrability may be presented as threshold issues to an arbitrator.

Section 6. Should an Employee or group of Employees initiate a grievance involving the interpretation or application of the CBA which needs an interpretation of published policy, regulation, directive, or provisions of law or appropriate authority outside the 81st RSC and such policy, regulation, directive, or provision is an integral part of this CBA, a request for interpretation will be forwarded through command channels to the proponent of the regulation or policy for official interpretation. No hearing will be held. After receipt of the interpretation, the party initiating the grievance may proceed with processing the grievance through the procedures established in this Article, unless the interpretation received precludes such continuance. The interpretation of the regulation by the proponent agency will be binding on both the Employer and the Union.

Section 7. Failure of the Employer to meet the time limits prescribed in this grievance procedure shall permit the Employee or the Union to move the grievance to the next step of the grievance procedure. Failure of the Employee or the Union to meet these time limits shall constitute termination of the grievance by the Employer. The time limits may be extended by mutual consent of the parties at any step of the grievance proceedings using the form at **Appendix B**. For the purposes of calculating time limits under these procedures, the day of an action or receipt of a document is not counted. The last day of the time limit is counted. Each day is counted unless it is a Saturday, Sunday, a holiday, or a day on which the Employee is not regularly scheduled to work.

Section 8. If an Employee or group of Employees desire representation under this Article, representation will be restricted to one Union representative. Any designation or change in designation of Employee representative shall be in writing, using the form at **Appendix C**.

Section 9. The following procedures shall apply in processing individual grievances covered by this CBA:

a. Informal Procedure - Step 1. An Employee, and their representative, if any, shall first discuss the grievance informally with the Employee's immediate supervisor within ten (10) working days after the act or occurrence, or the date the Employee became aware of that act or occurrence, from which the grievance arose, in an attempt to resolve the grievance. The

Employee shall inform the supervisor of the details of the complaint, which will include the date of the incident, applicable provisions of this CBA that are relevant to the grievance, and the corrective action, personal to the grievant, desired. The supervisor will consider the merits of the Employee's complaint and attempt to resolve the issue. The supervisor will reply in writing, using the form at **Appendix D**, to the Employee within ten (10) working days thereafter stating the supervisor's decision regarding the complaint.

b. Formal Procedure - Step 2.

(1) Should the decision at Step 1 be unacceptable, the Employee may submit the grievance in writing, using the form at **Appendix E**, to the second line supervisor, or if none, to the Chief of Staff, 81st RSC, or their designee, within ten (10) working days after receipt of the Step 1 decision. The written grievance shall contain the details of the complaint, the date the incident occurred, applicable provisions of this CBA which are relevant to the grievance, the date of receipt of the informal decision and the corrective action, personal to the grievant, desired. A statement of matters unresolved by the Step 1 decision and any additional pertinent information shall be added, along with a written designation of the grievant's representative, if any.

(2) Within ten (10) working days after receipt of the grievance, the second line supervisor or, as appropriate, the Chief of Staff, or their designee, will render a decision in writing. Such decision will either be sent by Certified Mail or a personal presentation will be made, and the Employee will be required to sign for receipt.

c. Formal Procedure - Step 3.

(1) If the aggrieved Employee is dissatisfied with the Step 2 decision, they may submit the grievance in writing to the Commander, 81st RSC, or their designee, within ten (10) working days after the date the decision was received, provided the issue(s) presented are the same as those submitted at Step 2 and the grievant clearly states the reason why the Step 2 decision is unacceptable.

(2) When requested, the Commander, or their representative, may meet with the aggrieved Employee and their representative, if any, in an effort to reach a satisfactory settlement. At least five (5) working days before such meeting, the Union President will be notified of the date, time and place. The Commander or their designated representative will issue a final written decision regarding the matter within twenty (20) working days after receipt of the grievance.

d. If the aggrieved Employee is not satisfied with the Step 3 decision, the Employee may request the Union to invoke arbitration, in accordance with Article XXVI of this CBA.

e. If at any point in this grievance procedure the Employee decides that the matter has been resolved to his satisfaction, the decision shall be final and neither the Employer nor the Union shall take further action concerning the grievance.

Section 10. When the Union and the Employer agree that several Employees have filed identical grievances (where no individual variations are involved), the Union will select one case for processing under the grievance procedure. In processing one grievance for the group, the

decision on the case selected will be binding on all other identical cases. Names of the Employees involved in this procedure will be made a part of the record of the case selected for processing; when a decision is made on the grievance, the Employer will individually notify each Employee.

Section 11. A grievance will be canceled without decision upon termination of the Employee's employment with the activity or upon the death of the Employee, unless the requested relief has a monetary component.

Section 12. Disputes between the Employer and the Union over the application or interpretation of this CBA shall be resolved in the following manner:

a. The disagreement shall be submitted in writing to the Commander, 81st RSC, or the Union President, as appropriate. Within ten (10) working days, these parties, or their designated representatives, will meet and attempt to resolve the disagreement.

b. A written decision will be provided by the party to whom the disagreement was submitted no later than ten (10) working days following the meeting.

c. Should a dispute involve the need for interpretation of published policy, regulation, directive, or provision of law or appropriate authority outside the activity, and such policy, regulation, directive or provision of law is an integral part of this CBA, this question will be resolved in accordance with the provisions of Section 6 above.

d. If the dispute is not settled by this method, either party may elect to submit the unresolved dispute to mediation prior to arbitration.

## **ARTICLE XXVI – ARBITRATION**

Section 1. Arbitration will be used to settle unresolved grievances arising under Article XXV between the Employer and the Union or the Employer and the Employee represented by the Union. Arbitration may be invoked only by the Employer or the Union. The request for a list of seven (7) arbitrators must be submitted by either the Employer or the Union to the Federal Mediation and Conciliation Service (FMCS) within twenty-two (22) workdays from the date of receipt of the final decision on the grievance. The party requesting arbitration will advise the other party of this intent concurrent with the request to the FMCS.

Section 2. The Employer and the Union shall meet within five (5) workdays after receipt of the list of seven (7) impartial arbitrators from the local commuting area furnished by the FMCS. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. The toss of a coin will determine who strikes the first name.

Section 3. The Employer and the Union agree that the arbitrator's fees and expenses shall be borne by the losing party. In those instances where the arbitrator's award does not clearly sustain either parties' position, the arbitrator will assess each parties' share of the cost.

Section 4. The party invoking arbitration may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator. In such case, any accrued arbitrator's and/or recorder's fees and expenses will be borne by the party invoking arbitration. However, if the withdrawal of the grievance is based on the Employer and the Union entering into a settlement agreement and agreeing to settle the grievance prior to a final award by the arbitrator, the arbitrator's fees and expenses will be divided equally between the Employer and the Union.

Section 5. The arbitration hearing or inquiry shall be held during the regular day shift work hours of the basic workweek. The grievant, representative, and any Employee witnesses necessary to the proceedings, who are otherwise in a duty status shall be excused from duty without loss of pay or charge to annual leave to participate as required in the arbitration hearing. Employees whose attendance at a hearing or inquiry conflicts with their scheduled tour of duty will be allowed to adjust their tour for the day(s) on which their presence is necessary at the hearing or inquiry.

Section 6. In considering those grievances concerning actions based on unacceptable performance and adverse actions which are appealable under the statutory appeals procedures, the arbitration will be bound by Merit System Protection Board (MSPB) policy and precedent, and apply the same appellate standards, that is, "substantial evidence" for unacceptable performance and a "preponderance of evidence" for adverse actions. The penalty for unacceptable performance may not be mitigated if the Employer meets its evidentiary burden. The penalty for adverse actions may be reviewed only for "arbitrary and capricious abuse of management discretion." The arbitrator shall have the authority to resolve any question of arbitrability and to interpret this CBA. The arbitrator is bound by and will apply the "harmful error" concept as developed by the MSPB. The arbitrator shall have no authority to add to or otherwise modify the terms of this CBA or DA policy.

Section 7. The arbitrator will render a decision as quickly as possible, but in any event, no later than twenty-two (22) workdays after the conclusion of the hearings, unless the Employer and the Union otherwise agree. The date which appears on the award shall be the date the award is mailed.

Section 8. The Employer and the Union agree that questions regarding the interpretation or application of arbitration awards shall be returned to the arbitrator for clarification if requested by either the Employer or the Union.

Section 9. If either the Employer or the Union requests a transcript, that party will bear the entire cost of such transcript and will furnish one copy to the other party.

Section 10. The Employer and the Union agree that either may choose to make their own recording of the arbitration.

## **ARTICLE XXVII – UNFAIR LABOR PRACTICE CHARGES**

Section 1. The Federal Service Labor-Management Relations Statute, otherwise known as "the statute", provides for the Union, the Employer or an Employee to obtain relief if the Labor Relations Statute has been violated. Charges that the statute has been violated may be filed with the Federal Labor Relations Authority (FLRA) as Unfair Labor Practices (ULPs). The aggrieved party, by statute, has six (6) months in which to file a ULP Charge with the FLRA.

Section 2. However, in the interest of resolving disputes at the lowest possible level, the Parties agree to this "pre-ULP" process:

a. The Charging Party will first notify the Charged Party that a ULP may have been committed. That initial notification will include the following:

- (1) The exact section of the statute which is alleged to have been violated;
- (2) A clear and concise statement of facts concerning the alleged violation;
- (3) The date, time and place of the incident, if applicable; and
- (4) The relief sought.

b. Within five (5) work days of their receipt of the above-referenced notification, the Charged Party will schedule a meeting with the Charging Party to discuss the alleged statutory violation.

c. Within ten (10) work days of the above-referenced meeting, the Charged Party will issue to the Charging Party a Statement of Position regarding whether or not the Charged Party agrees that an actual ULP has been committed.

d. If the Charged Party has determined that a ULP has been committed, it will schedule a meeting within five (5) work days of issuing its Statement of Position to the Charging Party to discuss resolution of the issue which gave rise to the ULP.

e. If after a total of thirty (30) calendar days the dispute has not been resolved, the Charging Party may file its ULP Charge directly with the FLRA.

## **ARTICLE XXVIII – EFFECTIVE DATE, PUBLICATION AND DURATION OF CBA**

Section 1. This CBA, amendments, and supplements thereto entered into between the Employer and the Union will be executed upon the signature of the 81st RSC Commander and the President of the Union. This CBA, amendments, and supplements thereto are subject to review by the Employer’s higher headquarters, for statutory and regulatory compliance, and will become effective upon approval or thirty (30) calendar days after execution in the absence of disapproval.

Section 2. This CBA shall remain in full force and effect for thirty-six (36) months from its effective date and shall henceforth be automatically renewed from year to year unless either the Employer or the Union gives the other party written notice of intent to propose changes, either in its entirety or in part. Such notice must be submitted to the other party not more than one hundred and five (105) or less than sixty (60) calendar days prior to the anniversary date and each year thereafter, of its intention to reopen and amend, modify, or terminate the CBA. When such notice is given, the Employer and the Union shall meet for the purpose of negotiating the amendments or modification not later than thirty (30) calendar days prior to the anniversary date. The conduct of such negotiations shall be determined at that time by a Memorandum of Understanding. If negotiations are not concluded prior to the expiration date, the CBA will terminate on the anniversary date but may be extended by mutual consent in increments of forty-five (45) calendar days.

Section 3. During the duration of this CBA, either party may notify the other in writing of its desire to negotiate supplements to this CBA. Supplements normally will be limited to changes required by applicable laws and regulations of higher authority which affect bargaining unit Employees, including court decisions and decisions of the Federal Labor Relations Authority. Any supplement so negotiated will remain in effect in accordance with the provisions of this Article. Either party may request to open one or more specific articles. An article will be opened only by mutual agreement.

# Appendix A

## Request for Official Time



# Appendix B

## Agreement to Extend Time Period for Grievance

## Agreement to Extend Time Period for Grievance

(Grievant or Union Representative) \_\_\_\_\_ and

(Supervisor or Employer Representative) \_\_\_\_\_

mutually agree to extend \_\_\_\_\_'s

(Name of Grievant's Supervisor or Employer Representative/Grievant or Union Representative)

time to respond with respect to the following action: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This action is now due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Grievant or Union Representative's Signature)

(DATE)

\_\_\_\_\_  
(Supervisor or Employer's Representative's Signature)

(DATE)

**Note:** Any step in the grievance procedure may be extended by mutual consent, in writing, by the grievant or the Union representative acting upon the grievant's behalf, and the management representative. The extension must refer to the action being extended, i.e., "Supervisor's response to Step 1 grievance" or "Grievant's time to file Step 3 grievance appeal." Also, clearly state the date the action is due.

*Attach a copy of this extension to the grievance documentation.*

# Appendix C

## Designation of Personal Representative

## Designation of Personal Representative

I, \_\_\_\_\_, hereby designate  
(Employee's Name)

\_\_\_\_\_ (Representative's Name)

AFGE Local 81, to represent me in my \_\_\_\_\_ (Type of Action)

which is being filed under \_\_\_\_\_ (Authority for Action)

over the issue(s) of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The aforementioned representative has full authority to act on my behalf with respect to this matter and should be allowed to view any and all official or unofficial records pertinent to my employment in the Federal Service, subject to any exceptions and limitations stated below. This authority shall extend until such time as I, expressly and in writing, designate another individual to represent me in this matter or the issue has been resolved.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Representative Limitations: ( ) None ( ) Specific limitations as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

My representative can be contacted at: \_\_\_\_\_  
(Daytime Phone)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Email Address)

# Appendix D

## Example – Supervisor's Response to Step 1 Grievance

## Example – Supervisor’s Response to Grievance

AFRC-(OFFICE SYMBOL)

DATE

MEMORANDUM FOR (Employee’s Name, Unit)

SUBJECT: Response to Step 1 Grievance

1. The memorandum is in response to your (oral/written) grievance which I received on \_\_\_\_\_ (date).
2. The following issue was presented in your grievance: (List all issues presented in the grievance).
3. My decision with respect to this issue is: (Describe the decision on each issue presented).
4. If you are satisfied with my decision, this memorandum will conclude the matter. If you are dissatisfied with my decision, you may submit a formal written grievance pursuant to the negotiated grievance procedure to \_\_\_\_\_ (second line supervisor or, if none, Chief of Staff, 81st RSC) within ten (10) days of receipt of this memorandum.

JANE DOE  
Supervisor

CF:  
Unit Commander  
Steward/Union Representative

# Appendix E

## 81st RSC/Local 81, AFGGE Grievance Form

**81st RSC/Local 81, AFGE  
Grievance Form**

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_ Unit: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_ This is Step \_\_\_\_ of Grievance Procedure

Date Incident Occurred: \_\_\_\_\_ Date Grievance Presented: \_\_\_\_\_

Provisions of Agreement, Agency Regulations, Law, etc., violated, if any:

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Statement of Grievance by Employee (Add continuation sheet(s), if necessary):

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List Attached Supporting Documentation:

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What Personal Relief is Expected:

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\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steward's/Union Representative  
Signature (If Any)

\_\_\_\_\_  
Steward/Representative's Phone Number