

NEGOTIATED AGREEMENT BETWEEN

United States Army Training Center and Fort Jackson

AND

United States Army Installation Management Command

AND

United States Army Medical Department Activity
(Moncrief Army Community Hospital)

AND

United States Army Dental Activity

AND

Mission and Installation Contracting Command

AND

Military Entrance Processing Station

AND

United States Army Signal Network Enterprise Center

AND

Victory College

AND

U.S. Army Sustainment Command Logistics Readiness Center
(All located at Fort Jackson, South Carolina)

AND

Local 1214, National Federation of Federal Employees, (AFL-CIO)

Table of Contents

| | |
|--|----|
| STIPULATIONS..... | 4 |
| PREAMBLE..... | 4 |
| EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT..... | 5 |
| PROVISIONS OF LAW AND REGULATION..... | 7 |
| INFORMATION TECHNOLOGY SYSTEMS | 7 |
| WITHHOLDING OF UNION DUES | 7 |
| UNION NOTIFICATION AND NEGOTIATION PROCEDURES | 9 |
| RIGHTS AND RESPONSIBILITIES OF MANAGEMENT | 11 |
| RIGHTS OF THE UNION..... | 12 |
| LOCAL UNION REPRESENTATION..... | 14 |
| RIGHTS OF THE EMPLOYEE..... | 17 |
| UNION-MANAGEMENT MEETINGS..... | 20 |
| UNION-MANAGEMENT COOPERATION | 21 |
| FIRE PREVENTION AND PROTECTION PERSONNEL | 22 |
| HOURS OF WORK..... | 25 |
| OVERTIME..... | 26 |
| LEAVE..... | 27 |
| LEAVES OF ABSENCES - NATIONAL UNION REPRESENTATION | 34 |
| POSITION DESCRIPTIONS | 35 |
| EMPLOYEE RECORDS MAINTAINED BY MANAGEMENT..... | 35 |
| DISCIPLINARY/ADVERSE ACTIONS..... | 38 |
| REDUCTION IN FORCE..... | 42 |
| TRAINING AND EMPLOYEE DEVELOPMENT..... | 46 |
| PRINTING AND DISTRIBUTION OF AGREEMENT..... | 46 |
| PERFORMANCE APPRAISALS..... | 47 |
| EQUAL EMPLOYMENT OPPORTUNITY | 48 |
| NEW EMPLOYEES IN-PROCESSING | 49 |
| TRAINING OF UNION REPRESENTATIVES | 49 |
| CONTRACTING OUT OF WORK..... | 49 |
| RETIREMENTS AND RESIGNATIONS | 50 |
| EMPLOYEE GRIEVANCE PROCEDURE | 50 |
| UNION/EMPLOYER GRIEVANCE PROCEDURE | 54 |

ARBITRATION..... 56
INCENTIVE AWARDS..... 57
PROMOTIONS, DEMOTIONS, DETAILS, AND REASSIGNMENTS..... 57
DURATION OF AGREEMENT..... 59

STIPULATIONS

- a. In this Agreement wherever "he" or related pronouns appear, either as words or parts of words, they are meant in their generic sense, i.e., both female and male.
- b. The provisions in this Agreement which name tasks to be performed by special personnel (i.e., supervisors, etc.) or organizations only serve to acknowledge an existing practice and does not constitute an attempt to restrict the statutory rights of Management to assign tasks to other personnel.
- c. Day. Unless stated otherwise, day means calendar day. If a due date falls on a Saturday, Sunday, or federal holiday, the next official workday will be considered the due date.

PREAMBLE

- a. Pursuant to the policy set forth in Chapter 71 of Title 5 of the U.S. Code and subject to all applicable statutes and regulations issued by the Office of Personnel Management, the Department of Defense, higher echelons within the Department of the Army, and other Federal agencies authorized to implement Chapter 71 of Title 5 of the U.S. Code, the following articles constitute an Agreement by and between the United States Army Training Center and F01t Jackson, U.S. Army Installation Management Command, U.S. Army Medical Department Activity (Moncrief Army Community Hospital), U.S. Army Dental Activity; Mission and Installation Contracting Command; the Military Entrance Processing Station; U.S. Army Signal Network Enterprise Center; Victory College; and U.S. Army Sustainment Command Logistics Readiness Center (all located at F01t Jackson, SC) hereinafter referred to as Management, and Local 1214, National Federation of Federal Employees, IAMAW (AFL-CIO) hereinafter referred to as the Union.
- b. The parties to this Agreement affirm that, in the administration of this Agreement, the public interest in the efficient, effective, and economical accomplishment of Management's mission is paramount. Although primacy of the public interest shall be a basis for resolving disputes arising out of this Agreement, it shall not serve to deny any basic employee rights or benefits accorded by laws or applicable regulations.
- c. The parties to this Agreement recognize that:
 - (1) Good employee morale is essential to the expeditious, economical and efficient discharge of the public responsibilities of the Parties to the Agreement.
 - (2) Such morale depends in a great measure on good two-way communications and an orderly and constructive relationship between employees and Management, factors which can be improved through establishing and maintaining employee-management cooperation pursuant to Chapter 71 of Title 5 of the U.S. Code.

(3) Such morale can be furthered by providing for local negotiations to meet local needs and problems, and by the participation of employees in the formulation and implementation of personnel policies, practices, and procedures within the scope of Chapter 71 of Title 5 of the U.S. Code.

(4) Such morale can also be furthered by provisions that enable employees to have a part in determining their own destiny by helping in the identification and solution of those problems which are best known to and understood by the employees themselves.

(5) Management and the Union strongly endorse, and will actively support the intent, principles, and objectives of the Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967, Architectural Barriers Act of 1968, and Rehabilitation Act of 1973, and other appropriate legislation and will use their roles to assist in resolution of complaints of discrimination upon request.

(6) Both parties recognize that the successful executions of these articles are grounded in employees being treated equitably and fairly.

ARTICLE 1

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

The recognized bargaining units are:

Group No. 1

INCLUDED: All General Schedule non-professional employees employed by the U.S. Army Training Center and Fort Jackson, U.S. Army Medical Department Activity and U. S. Army Dental Activity all located at Fort Jackson, South Carolina.

EXCLUDED: All professional employees, management officials, supervisors, guards, temporary and intermittent employees and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Group No. 2

INCLUDED: All General Schedule non-professional employees, including Security Guards, GS-0085-04, employed by the U. S. Army Installation Management Command, Fort Jackson, South Carolina.

EXCLUDED: All professional employees, management officials, supervisors, temporary and intermittent employees and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Group No. 3

INCLUDED: All General Schedule non- professional employees employed by the Mission and Installation Contracting Command, Fort Jackson, South Carolina.

EXCLUDED: All professional employees, management officials, supervisors, temporary and intermittent employees and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Group No. 4

INCLUDED: All General Schedule non- professional employees employed by the U.S. Army Signal Network Enterprise Center, Fort Jackson, South Carolina.

EXCLUDED: All professional employees, management officials, supervisors, temporary and intermittent employees and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Group No. 5

INCLUDED: All General Schedule non- professional employees employed by Department of Army, Victory College, Fort Jackson, South Carolina.

EXCLUDED: All professional employees, management officials, supervisors, temporary and intermittent employees and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Group No. 6

INCLUDED: All General Schedule non- professional employees employed by the U.S. Army Sustainment Command Logistics Readiness Center, Fort Jackson, South Carolina

EXCLUDED: All professional employees, management officials, supervisors, temporary and intermittent employees and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Group No. 7

INCLUDED: All General Schedule employees of the Military Entrance Processing Station, Fort Jackson, SC.

EXCLUDED: Management officials, professionals, employees engaged in federal personnel work in other than a purely clerical capacity, supervisors and guards as defined in the Executive Order.

ARTICLE 2

PROVISIONS OF LAW AND REGULATION

In the administration of all matters covered by this Agreement, officials and employees are governed by:

- a. Existing or future laws;
- b. Existing government-wide rules or regulations;
- c. Agency rules or regulations in existence at the time this Agreement is executed, provided the Union was given the opportunity to negotiate.

ARTICLE 3

INFORMATION TECHNOLOGY SYSTEMS

Section 3.1. The following constitutes appropriate arrangements Management will follow when information technology systems are used by bargaining unit employees.

Section 3.2. Management will notify the Union if positions in the bargaining unit are scheduled to be abolished due to technology changes by the planned introduction of new data processing or informational systems business processes. The Union may invoke consultation and/or negotiations in accordance with Article 5 of this Agreement.

Section 3.3. If requested and approved, an employee may perform 15 minutes of other duties after two hours of continuous work of keying duties.

Section 3.4. Management and Union agree to work together in partnership to alleviate any problematic changes in Information Technology that adversely impact the employee, mission or productivity. This does not negate management's right to determine the system(s) to be used, nor negate the Union's right to Impact and Implementation notice and negotiations when the decision is made to use new technology.

ARTICLE 4

WITHHOLDING OF UNION DUES

Section 4.1. Management agrees to withhold, each biweekly pay period, the dues of bargaining unit employees who are members in good standing with the Union and who submits to the Fort Jackson Payroll Customer Service Representative a signed authorization form, SF 1187.

Section 4.2. Dues are the regular, periodic amounts required to maintain an employee as a member in good standing with the Union. Initiation fees, special assessments, back dues, fines, and similar items shall not be considered as dues.

Section 4.3. Dues withholding allotments will not be made for part-time employees whose earnings are not regularly sufficient to cover the amounts to be withheld. Dues will not be withheld for an employee whose net salary after legal and required deductions is not sufficient to cover the amount of the authorized allotment, such as when the employee has had a period of time in a non-pay status (leave without pay, absence without leave, suspension or furlough). Employees who are entitled to buy back leave subsequent to a determination of entitlement to workers' compensation cannot be refunded the deductions made for Union dues while on leave.

Section 4.4. The amount of Union dues to be withheld from employees' salaries will normally be changed not more than once in any 12 month period, except when the national Union imposes constitutional dues increases. Such amounts will be shown on the authorization form at the time the appropriate Fort Jackson Payroll Customer Service Representative initially receives it. The amount will remain unchanged until the President or Treasurer of the Union certifies that the amount of regular dues has changed. The certificate will be submitted to the Fort Jackson Payroll Customer Service Representative to be forwarded to the Civilian Payroll Office. The certified amount of the dues, stated in a biweekly figure, will be deducted the first complete biweekly pay period after receipt in the appropriate civilian payroll office, or on a later date if requested by the Union. The Union will submit SF 1187 to the Fort Jackson Payroll Customer Service Representative.

Section 4.5. Payment will be made to the Treasurer of the National Office, in the amount equal to the total of such allotment deductions. The President of the Union will immediately notify the appropriate DFAS representative of any changes in writing of the name and address of the designated Treasurer.

Section 4.6. An employee may indicate at any time that they wish to have their dues withheld by completing an authorization form (SF 1187). The Union is responsible for procuring the prescribed allotment forms; distributing the forms to its members; certifying as to the amount of its dues; providing complete forms to the appropriate Fort Jackson Payroll Customer Service Representative and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form.

Section 4.7. An employee may voluntarily revoke his allotment for the payment of Union dues by submission of a SF 1188 to the Fort Jackson Payroll Customer Service Representative. A supply of forms (SF 1188) will be maintained by the Union and will be available to employees upon request. Employees will be responsible for seeing that their written revocations are received by the Fort Jackson Payroll Customer Service Representative. A voluntary revocation by an employee that is not based on a

personnel action will not be effective for a period of one year from the date the allotment was first made, and will be effective only at the beginning of the first full pay period following 1 March subsequent to the one-year period.

Section 4.8. A dues allotment for an individual employee will be terminated when the employee leaves the unit as a result of any type of separation, transfer to an activity outside the bargaining unit, or other personnel action (except detail). It is an employee's responsibility to ensure that he initiates paperwork to terminate the allotment. Management will terminate dues allotment for bargaining unit employees if the Union loses exclusive recognition, the agreement providing for dues withholding is suspended or terminated by appropriate authority outside DoD, or when the Union President furnishes Management notice that an employee has been suspended or expelled from the Union. Revocations based on this section will be effected the first full pay period after notice to Management of the action that served as the basis for the termination.

Section 4.9. The Union will promptly notify the Fort Jackson Payroll Customer Service Representative, in writing, when any member who has authorized dues withholding is expelled or suspended from the Union. The allotment will be terminated effective with the first full pay period after receipt of this notice by the Fort Jackson Payroll Customer Service Representative.

Section 4.10. When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiations by the termination date of this agreement as the result of pending third-party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, payroll withholding of the dues of members of the Union shall be continued until the new agreement has become effective.

Section 4.11. Management will upon request by the Union, provide contact information on the Defense Finance and Accounting Service (DFAS) servicing Fort Jackson.

ARTICLE 5

UNION NOTIFICATION AND NEGOTIATION PROCEDURES

Section 5.1. Management will provide advance notice to the Union of changes to: current personnel policies, practices, or matters affecting conditions of employment. Additionally, Management will provide advance notice to the Union of changes to past practices that are within Management's authority, not covered by the provisions of the Agreement or violate law, rules or regulations of appropriate authorities. Union may request consultation and/or negotiations regarding the implementation of the new procedures or changes. The following procedures will be followed by the Management and Union regarding such changes.

- a. The proposed change(s) will be furnished to the Union in writing NLT 21 calendar

days prior to the proposed effective date. The notification will include, but not be limited to:

- (1) the specific proposed change(s);
- (2) anticipated adverse impact on employees;
- (3) the effective date of the proposed change(s);
- (4) the name and telephone number of Management's point of contact.

Within 7 calendar days of receipt of the notification, the Union will in writing notify the Civilian Personnel Advisory Center (CPAC) of the desire to meet and consult. Consultation must be held within 7 calendar days after the Union's request for consultation. Documentation of issues agreed to in the consultation meeting will be completed and signed by both parties. If agreement is reached on all issues, no further action is necessary. Extensions to the prescribed time frames may be granted by mutual agreement of both parties.

b. If an issue is not resolved at consultation, the Union will submit its request for negotiations and proposal(s) in writing within 7 calendar days to CPAC after the consultation meeting date, unless an extension is mutually agreed to in writing.

c. If consultation is not requested by the Union, the Union must submit its request for negotiations within 7 calendar days to CPAC after receipt of Management's proposal. The Union's request will include names of representatives who will be serving as Union negotiators. Negotiations will be held within 7 calendar days after receipt of the Union's request, unless both parties agree to extend the period in writing.

d. The Union will submit a request within the prescribed times to consult or to negotiate on a proposed change. If not, that right will be waived, unless all parties agree to an extension in writing.

Section 5.2. Past practices, which have been established by a long-standing course of conduct and followed by both parties to this Agreement, or established by one party with the acquiescence of the other, will be permitted to continue. If Management desires to change a past practice, Management must follow the procedures set forth in section 5.1a.

Section 5.3. No provision in this Collective Bargaining Agreement (CBA) affects the rights of employees, the Union or Management that are established by law, regulation, or executive order. If a CBA provision conflicts with a discretionary Management directive or instruction, the provisions of the CBA will be followed.

Section 5.4. Both parties agree to negotiate in good faith and shall:

- a. Negotiate with a sincere resolve to reach an agreement.
- b. Meet at reasonable time and place to avoid unnecessary delays.
- c. Provide requested data that is not prohibited by law, which will include data:

(1) Normally maintained by Management in the regular course of business.

(2) Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

(3) Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

Section 5.5. Negotiations will be conducted Monday- Friday, excluding holidays, between the hours of 0800-1700. The Parties may mutually agree to other times. Time spent in negotiations shall be official time for Union representatives, IAW the provisions of Article 8.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES OF MANAGEMENT

Section 6.1. Management has the authority to:

a. Determine the mission, budget, organization, number of employees and internal security practices of the agency; and

b. In accordance with applicable law -

(1) 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;

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

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

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

Section 6.2. Prior to making changes to matters within its authority, Management will provide the Union notice IAW Article 5 of this agreement, and the Union may request I&I bargaining on:

- a. Procedures used by Management exercising its authority.
- b. Appropriate arrangements for employees adversely affected by Management's exercise of its authority.

Section 6.3. Management will advise employees selected to conduct investigative interviews of the Union's coverage of the units they serve, the employees' right to request Union representation, and Management's obligation to grant it before continuing.

Section 6.4. Supervisors or professional personnel may not participate in the management of the Union or act as representatives or officers of the Union. This prohibition does not preclude membership in the Union. Supervisors and professionals cannot be represented by the Union. Any payment of dues by supervisors and professionals to the Union must be made directly to the Union and not through any automatic dues withholding as outlined in Article 4.

ARTICLE 7

RIGHTS OF THE UNION

Section 7.1. The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for these employees. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Union membership. The Union retains the right to designate its representatives, local or national, on all matters. For the purpose of administration of this agreement, Management will recognize NFFE National Office Officials, Local Union Officials, or both.

Section 7.2. Prior to implementation of new or changed personnel policies and practices and matters affecting working conditions which are at the discretion of Management, the Union shall have the right to consult or negotiate on matters not covered in this agreement, IAW provisions of Article 5.

- a. In all cases, the Union shall have the right to exclusive representation of the bargaining unit and to be present at any meeting between Management and bargaining unit employee(s) where resolution of any grievance is discussed. The Union has the exclusive right to invoke arbitration. An employee or group of employees may present a grievance without representation by the Union provided that the Union has been given an opportunity to be present at all discussions.

b. Settlement agreements and decisions reached under Article 31 or Article 32 processes may not conflict with the terms of this agreement. The Union will be given copies of all settlement agreements, decisions, and correspondence related to Article 31 or Article 32 processes.

Section 7.3. An official or Steward of Local 1214, NFFE shall be given the opportunity to be represented at:

a. Formal Discussions. The Local Union President or designee will be given reasonable notice, the opportunity to attend, and the opportunity to participate in formal discussions. A formal discussion is any meeting between one or more representatives of the Department of the Army and one or more bargaining unit employees concerning any grievance, personnel policy or practice, or other general condition of employment.

b. An interview of an employee in the bargaining unit by a representative of the agency in connection with an investigation, if the employee reasonably believes that the interview may result in disciplinary action against him and he requests representation. This is commonly known as the "Weingarten Right."

c. If an employee request representation under the Weingarten provision, a reasonable amount of time not to exceed 5 calendar days will be provided to the employee to arrange for Union representation.

d. Management shall in January inform its employees of their rights under Section 7.3b.

Section 7.4. Solicitations of membership or dues, and other internal business of the Union shall be conducted during non-duty times.

Section 7.5. The Union President will be furnished a 15 calendar days advance notice of dates, times, places and purposes of surveys of bargaining unit employees, relating to working conditions and personnel practices or policies. The Union may be present at the meetings with employees regarding the survey.

Section 7.6. Upon request, Civilian Personnel Advisory Center will provide a current listing of bargaining unit employees to the Union in an electronic spreadsheet with the following information: Name, grade, step, position, Fair Labor Standards Act (FLSA) code, and unit of assignment.

Section 7.7. Management agrees to provide the Union with an office located on the installation. This office may be used for Union meetings and other appropriate Union activities. Utilities will be provided by Management. The Union may submit work orders for repair of the Union facility, with the same consideration provided other Fort Jackson activities. Office space will be reasonably private so as to protect the confidentiality of employees. Union's office space may be negotiated as the need arises.

Section 7.8. Management's internal mail service (distribution) shall be available for use by the Union for labor-Management/representational matters. Non-receipt or delayed receipt of dispatched information will not serve as the basis for a Union grievance or unfair labor practice (ULP) charge, except where such delay or non-receipt resulted from deliberate misconduct. Management's internal mail service (distribution) may be used 3 times per calendar year for forwarding bulk distribution to bargaining unit employees.

Section 7.9. Management agrees to provide the use of sufficient space (normally 3 letter size spaces or 20% of available space whichever is larger) on all official bulletin boards which Management has on its premises. Further, the Union agrees they will maintain the posting on all bulletin boards. The Union recognizes its responsibilities to ensure no material containing propaganda against or attacks on Management, other employee organizations, individuals or activities of the federal government is posted on such boards. The Union is responsible for removing all material posted by the Union. Management will provide space on unclassified electronic media for the Union to post and maintain information.

ARTICLE 8

LOCAL UNION REPRESENTATION

Section 8.1. Management agrees to recognize the elected officers, authorized representatives, and Stewards appointed by the Union President.

Section 8.2. Official Time and Travel

a. Official Time. Union officials who are employees will be granted a reasonable amount of official time to perform the following representational functions. The actual amount of official time to be used may vary in each situation.

(1) Review Management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions.

(2) Receive, review, prepare, and present grievances

(3) Handle complaints such as Fair Labor Standards Act, Merit Systems Protection Board, Equal Employment Opportunity Commission, Office of Special Counsel and Office of Workers Compensation

(4) Prepare for negotiations

(5) Negotiate

(6) Prepare reports required by Section 7120(c) of Chapter 71, Title 5 of the U.S. Code.

(7) For members of the Executive Board or their designee: visit, phone, and write to elected representatives in support or opposition to desired legislation that would impact working conditions of employees represented by NFFE. Up to 320 hours of official time may be used for the annual Union-sponsored congressional contact meeting. The 320-hour bank of hours or number of attending Union officials may be increased by agreement of the Parties. Within 30 days prior and then following the meeting, the Union will provide Management with a list of the employees, dates of travel, and the number of hours used by each employee.

(8) Perform other representational and contract administration functions, such as: time spent in meetings with Management: communicating with unit employees regarding working conditions and conditions of employment; disseminating labor-Management information to bargaining unit employees; representing the labor organization in investigations pursuant to 5 USC 7114(a)(2)(B); representing the labor organizations in formal discussions; participating in Partner activities, reviewing and studying policies or other matters affecting the unit; researching, preparing, and other related matters.

(9) Contact other Union officers regarding the aforementioned functions.

Section 8.3. The Union will maintain and furnish Management an updated list of its officers, Stewards, Chief Steward, and representatives, within 30 days of changes. The list will also include the employing activity and telephone numbers of officers/Stewards/representatives who are employees at Fort Jackson.

Section 8.4. Union officers and Stewards are responsible for representing the interests of employees in meetings and discussions with Management officials concerning representation and work-related matters. Representation should occur at the lowest level with situational awareness of the issue at Directorate/Brigade level. Time during working hours will be granted to Stewards for these activities, IAW Section 8.6. Stewards shall be allowed to give full and complete consideration and assist in processing to completion any complaint or grievance found by the Steward to have merit. However, Stewards shall not solicit complaints or grievances.

Section 8.5. Official time is authorized by Union representatives, in the amounts reflected below, IAW provisions of Chapter 71 of 5 USC. Management will grant 80 hours of official time per week (Sunday- Saturday) to Union representatives, in the amounts reflected below, IAW 5 USC Chapter 71.

a. Union representatives may not use more than 24 hours during any 5 consecutive work days.

b. Official time may be allocated as directed by the Union President or designee.

However, each Union representative is responsible for coordinating with supervisor for official time.

c. Official time will only be allocated to the following Union officials:

- (1) President
- (2) Officers
- (3) Stewards

d. The following will be exempt from the allocated official time reflected in Section 8.5 and shall be a reasonable amount of official time:

- (1) Management committee meetings, of which the Union is a member.
- (2) Negotiations of a collective bargaining agreement or I&I negotiations.
- (3) Preparation/participation in FLRA and FSIP negotiation proceedings, except submission of ULPs initiated by the Union.
- (4) To serve as witnesses in a third-party hearing, etc., or as a witness in a grievance meeting.
- (5) Responding to Congressional inquiries.

Section 8.6. Union representatives will provide their supervisors with advanced notice pursuant to the use of official time, except when such notice is impossible due to the representation function.

a. The representative will inform the supervisor of their destination, general nature of the use of official time. (e.g. grievance, representation, committee meeting, meeting with manager, etc.).

b. If the representative cannot complete the representation function during the approved period for the absence, the representative will contact the supervisor to request additional time to be absent from work. Permission will be granted unless work requirements require the presence of the representative at work. This will not be applicable to absences for the representative to attend committee meetings, of which the Union is a member.

c. If additional time is not granted, an extension to the timeline for filing complaints will equal the same amount as the delay.

Section 8.7. Official time referenced in this Article refers to time employees would otherwise be in a normal duty status. It is understood that no overtime will be paid for representatives to perform representation functions.

Section 8.8. The Union President will notify the Civilian Personnel Advisory Center and get approval prior to National Representatives visiting the installation to meet with bargaining unit employees in their place of work.

Section 8.9. Union officials will be granted reasonable official time to complete official reports mandated by law, rule or regulation, IAW provisions of Section 8.5.

ARTICLE 9

RIGHTS OF THE EMPLOYEE

Section 9.1.

1. Statutory Rights per 5 USC Chapter 71:

a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of such rights. Except as otherwise provided, such rights include the right to-

(1) Act for the National Federation of Federal Employees (NFFE) in the capacity of a representative and the right in that capacity to present NFFE's views to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities.

(2) Engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

(3) An employee may be represented by an attorney or other representative other than NFFE, of the employee's own choosing, in any appeal action not covered under the negotiated grievance procedure. The employee may exercise grievance or appellate rights, which are established by law, rule, or regulation.

2. Employee Rights During Investigations. An employee has the right (commonly known as the Weingarten Right) to be represented by the Union during any examination of the employee by a representative of the agency in connection to an investigation if he or she reasonably believes that the examination may result in disciplinary action against him or her and he or she requests representation.

3. Employees will be granted a reasonable amount of duty time in pursuit of rights under this Agreement.

a. The employee and the Management official will discuss the amount of time required. An employee will request release as far in advance as practical and will inform their supervisor of the approximate length of time needed and the location where they will be.

b. If the employee cannot be released immediately due to work-related reasons, the employee will be released as soon as the work requirement is met or appropriate arrangements are made.

c. If the employee requests release in writing the denial of the release must be in writing.

d. If a delay in releasing an employee involves a situation with a contractual time limit, the time limit will be extended equal to the delay.

4. Employees have the right to exercise any appeal right granted, by law, rule, regulation or this Agreement without fear of reprisal.

5. Employees shall have the right to engage in outside activities and employment in accordance with 5 CFR part 2635, 5 CFR 735, 5 CFR part 3601, DoD 5500.7-R.

a. All policies that impact the right to engage in outside activities and employment will be subject to negotiation at the local level in accordance with Article 5.

b. An employee may participate in activities that are not prohibited by law. Employees may participate in the affairs of, and accept awards from national or state political parties, charitable, religious, and civic organizations.

c. An employee shall not:

(1) Accept a fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which the acceptance may result in or create the appearance of conflicts of interest.

(2) Engage in outside employment that impairs his or her mental or physical capacity to perform his or her job.

(3) Receive any salary or anything of monetary value from a private source as compensation for his or her Government services.

d. Employees who are in positions subject to filing financial disclosure reports (OGE-450) must obtain supervisory approval prior to engaging in outside employment.

e. All employees who engage in outside employment, whether or not prior approval is required, are subject to ethics regulations. Employees are encouraged to seek advice from their ethics advisors prior to engaging in outside employment.

f. Employees may donate to charity, and participate in similar types of activities freely and without coercion.

6. Supervisors will inform employees of rules, regulations and policies that are specific to the execution of their duties. Employees will become familiar with these and will also familiarize themselves with other Army policies and regulations. Employees may access rules, regulations and policies via various Army resources, i.e., Army Knowledge Online (AKO), Fort Jackson SharePoint, Army's Homepage, etc.

7. Counseling will be conducted in a reasonably private setting.

8. Records maintained on an employee that are not maintained on a permanent basis will be removed from official files in accordance with the Army's Regulation regarding retention schedule, unless otherwise specified in this Agreement. Employees have the right to review and copy the contents of their Electronic Official Personnel Folder (eOPF).

9. Employees will be allowed to access websites where their official records are located during breaks and lunchtime. Subject to management approval, employees will be able to access websites where their official records are located during normal duty hours.

10. Debt Collections. An employee will be provided due process in accordance with Title 5 of the United States Code, Section 5514, and 5 CFR 550 Subpart K, and Army Regulation 735-5.

Section 9.2. Management agrees that employees will be accorded the right to refuse any order that would require the employee to violate law.

Section 9.3. Management agrees, insofar as practicable, to provide special reserved parking spaces for all employees with a disability which impedes walking. Based on need, reserved parking spaces for other employees with special medical problems will be provided.

Section 9.4. Employees may request reasonable accommodations.

Section 9.5. Management agrees, insofar as practicable, to provide sufficient parking spaces for employees near their work locations.

Section 9.6. Bargaining unit employees must obtain permission from their immediate supervisor to leave the work site to see Union representation or have the Union representative visit the employee's work site. Permission will be granted, except where mission requirements require the employee's presence at the work site. If the Union President, or his designee, feels approval of official time was withheld without good cause, he may request in writing that the approving supervisor provide a statement pursuant to the reason(s) for the denial of official time. Such reasons will be provided the Union President within 2 days from the receipt of the request.

ARTICLE 10

UNION-MANAGEMENT MEETINGS

Section 10.1. Union and Management agree to actively promote strong labor-management relations as envisioned by Chapter 71 of Title 5 of the U.S. Code. Further, both parties agree to work collaboratively to enhance the principles of mutual trust, accountability, understanding, and respect.

Section 10.2. Either Management or the Union President may request a Union-Management meeting to discuss matters of common interest related to bargaining unit employees, in the interest of establishing and maintaining labor-management cooperation.

Section 10.3. The parties are encouraged to engage in informal and formal processes to identify problems and craft solutions. Use of interest-based problem solving to resolve issues is strongly encouraged. Decisions and agreements reached by the parties in collaboration are binding.

Section 10.4. All parties are encouraged to become pre-decisionally involved in emerging topics or initiatives that may affect conditions of employment to facilitate the early identification and resolution of issues and provide the opportunity for participants to add value to the decision.

Section 10.5. The requesting party will notify the other party of the issues or concerns.

Section 10.6. A meeting will be held within 10 calendar days of the receipt date of the request, unless a later date is mutually agreed upon.

Section 10.7. Management representatives at the meeting shall be the lowest level official appropriate for the topics to be discussed.

Section 10.8. If issues are not resolved, the requesting party may prepare a memorandum of record of the meeting and furnish the other party a copy for comments. Comments, if any, must be furnished to the other party within 10 calendar days of receipt. Requesting party will forward memorandum of record to the Chief of Staff or Garrison Commander (depending on chain of command) or appropriate tenant activity Commander for information and appropriate action, if any, within 10 calendar days.

Section 10.9. The parties will prepare minutes of the Labor-Management Forum meeting and disseminate to all parties, within 10 calendar days.

ARTICLE 11

UNION-MANAGEMENT COOPERATION

Section 11.1. Consistent with the preamble of this Agreement and the principles of a collaborative Labor- Management working relationship, the Parties agree to work in cooperation, and encourage parties at all levels to adopt and practice collaborative labor relations to enhance the principles of mutual trust, accountability, understanding, and respect.

Section 11.2. Labor-Management Committee:

a. The Parties serve as full partners to identify problems and craft solutions to better serve Fort Jackson's mission and employees.

b. The members of the Labor-Management Committee are the designated representatives of Management and the Union. The size and any specific objectives of the Labor-Management Committee will be established jointly.

c. An attempt will be made to use consensus and interest-based problem solving to resolve the issues.

d. Upon mutual agreement, the parties may discuss any issue even if it involves Management or Union rights. Decisions and agreements reached by the parties in the Labor- Management Committee are binding on the parties to the extent permitted by law and government wide rule or regulation, or required by executive order.

Section 11.3. Collaborative Relations:

a. The parties are encouraged to engage in informal and formal processes to identify problems and craft solutions to better serve Fort Jackson's mission and employees.

b. Use of interest-based problem solving techniques to resolve issues outside of the Labor-Management Committee is strongly encouraged.

c. Decisions and agreements reached by the parties in collaboration are binding on the parties to the extent permitted by law and government wide rule or regulation, or required by executive order.

d. Pre-Decisional Involvement. The parties will notify one another of emerging topics or initiatives that may affect conditions of employment as soon as practical unless mitigating circumstances prevail. They are encouraged to have pre-decisional involvement in an effort to facilitate the early identification and resolution of issues and provide the opportunity for participants to add value to the outcome.

ARTICLE 12

FIRE PREVENTION AND PROTECTION PERSONNEL

All provisions of this CBA apply to the Fire Prevention and Protection Division, unless specifically mentioned in this article.

Section 12.1. The basic tour of duty for Operation Branch Firefighters shall consist of 144 hours per pay period: a bi-weekly schedule consisting of six 24 hour duty days. The tour will commence at 0730 hours on day one and run continuously until 0730 hours on the last day of the scheduled tour. The tour of duty will consist of 8 hours of actual work performance and normally 8 hours of uninterrupted sleeping time per 24 hour period, unless otherwise dictated by mission requirements for emergency and non-emergency responses. The remaining time shall be downtime, unless otherwise dictated by mission requirements for emergency and non-emergency responses. Actual work time is devoted to completion of assignments such as, inspections, cleaning, maintenance, standbys, administrative duties, training and physical fitness. Downtime are periods in which an employee is free to eat, read, listen to the radio, watch television, sleep, or engage in similar pursuits, except when engaged in work. The Fire Chief or designee shall have the discretion to deviate from set daily routines due to unscheduled work assignments or emergencies. After completion of mission and training duties, the Fire Chief or designee may elect to place firefighters in a downtime status early on weekends and holidays.

Section 12.1.1. Employees may take breaks limited to fifteen (15) minutes occurring once prior to the lunch break and once after lunch break subject to mission requirements. When on breaks, the firefighters will be in a ready status in the event of an emergency.

Section 12.1.2. Fire prevention and protection personnel may request a change of days off (swap) by submitting a written request to the Fire Chief or designee at least seven days in advance of the desired change. Management, based upon staffing needs and mission requirements, will make changes, if possible, and notify the employee at least two days in advance of the requested swap date. Swaps are normally limited to one per month per employee and be within the same pay period. However, additional requests may be considered on a case by case basis.

Section 12.1.3. Voluntary permanent changes to workgroups will also be considered based on mutual agreement of the two Firefighters of the same grade requesting the change. Requests will be submitted in writing through the immediate shift supervisor to the Fire Chief. Requests shall be made in sufficient time to allow management two weeks to consider the requested change. The decision of the Fire Chief will be provided to the employee in writing. The change, if approved, will begin at the start of a pay period.

Section 12.1.4. When it becomes apparent that a vacancy will be available on a particular workgroup that opening will be announced to all employees and will be filled using a bid system based upon mission needs, seniority (determined by federal service computation date), and whose skills and abilities meet the vacancy. In the event that the bid process does not fill that workgroup opening, the Fire Chief will assign the least senior individual to that shift.

Section 12.1.5. In the event a member of the Fire Department must call in sick, prior to the beginning of their shift/group, the member must call in by 0700.

Section 12.2. The duty supervisor, or higher authority, when overtime is necessary, will notify employees. Overtime assignments shall be distributed as fairly and equally as possible between qualified employees, and in such a manner as to maintain crew integrity and rank structure. Overtime shall be rotated based on existing volunteer and mandatory (Forced) overtime lists. New employees will start on the bottom of the volunteer list and top of the mandatory list. When an overtime situation is created, an attempt to fill the vacancy with an employee qualified to perform that position will be made first. In the event that all personnel on the volunteer overtime list refuse overtime, the forced list will be utilized.

Section 12.2.1. The parties agree that when management calls a firefighter for overtime, if the call is not answered and the ability to leave a message is available, management will leave a voice message.

Section 12.3. Management shall attempt to meet staffing requirements in accordance with DoDI 6055.06 and upon request, shall provide copies of requests for deviation to the Union and its approval/disapproval status.

Section 12.4. Personal protective clothing and protective equipment (PPC&PE) furnished to employees will be in accordance with regulatory guidance and mission requirements. Employees shall be responsible for the items furnished by management and the return of such items as required by management. Management agrees to replace required PPC&PE due to damage, and/or lifecycle requirements. This equipment will be in accordance with AR 420-1 and all applicable standards. Additional equipment determined by management may be provided as needed. Employees shall not share any part of their protective equipment with another employee. Management shall arrange repair, maintenance, and cleaning of issued PPC&PE. Employees shall not utilize any personally owned PPC&PE supplied by themselves or other fire departments without the written approval of the Fire Chief.

Section 12.5. Management agrees to provide living space for the employees who are on duty. Management agrees to equip and maintain safe and healthful work areas within the fire station in accordance with existing directives. In regards to this, Management agrees to furnish living spaces with proper equipment in good working order per accepted standards and practices. Management agrees to provide access to the installation's television service basic programming. Management agrees to provide

and maintain access to one large screen television system to be located in the fire station's day room. The cost for any additional programming will be the responsibility of Firefighter personnel.

Section 12.6. The Fire Department's training program will be conducted in accordance with DoD 6055.6M, AR 420-1, and all applicable standards. Management agrees to provide a training library consistent with the training program, with considerations made for modernization.

Section 12.7. The Parties have recognized and agree that the training of the individual Firefighters, in addition to the minimum requirements of the DOD Certification program, benefits both Management and the installation. Therefore, if such training is requested by the Firefighters, management agrees to assist Firefighters as practicable in obtaining such training.

Section 12.8. Management agrees to establish a training advisory committee whose purpose is to consult the Fire Chief on training matters.

Section 12.9. Management and the Union agree that all GS-0081 employees who enter the Immediately Dangerous to Life or Health (IDLH) atmosphere in the normal course of their duties will be required to wear a uniform which provides ready identification to the community of a firefighter and is National Fire Protection Association (NFPA) compliant.

Section 12.9.1. Understanding that Firefighters are expected to comply with more stringent appearance standards than non-uniformed employees, the grooming standards are as prescribed:

- a. Neat appearance, uniforms/clothes cleaned and in good repair.
- b. The face shall be clean-shaven except that a mustache is permissible, so long as it does not interfere with the seal of the Self Contained Breathing Apparatus (SCBA) mask, Gas mask or other respiratory protection, unless specifically stated otherwise in regulations or policy.

Section 12.10. Management agrees to provide equipment and the opportunity during actual work hours for firefighters to participate in physical fitness training (PT) and annual occupational health wellness assessments. All fire departments personnel shall participate in PT. Consistent with crew continuity, PT may be carried out either in the fire station(s) or installation PT facilities. Exceptions may be granted by the Fire Chief or designee.

ARTICLE 13

HOURS OF WORK

Section 13.1. Definitions.

a. **Administrative Work Week.** A period of 7 consecutive calendar days designated in advance, within which employees are required to be on duty regularly. Fort Jackson's administrative workweek begins at 0001 hours on Sunday and ends at 2400 hours on the following Saturday.

b. **Regular Hours of Work.** An 8-hour work period between the hours of 0600 and 1800 hours, normally 0730 to 1615 hours.

c. **Tour of Duty.** The hours of a day (a daily tour of duty) and the days of an administrative work week (a weekly tour of duty) that is scheduled in advance and during which an employee is required to perform work on a regularly recurring basis.

d. **Irregular hours of work.** Variance from regular hours of work.

e. **Shift.** An 8-hour work period where 16 or 24-hour coverage is necessary for operation.

f. **Rotating Shift.** A rotating 8-hour work period on a regularly scheduled basis.

g. **Flexible Work Schedule.** Flexible hours of work with beginning and ending hours agreeable to both Management and employee that ensures 8 hours of work each day, exclusive of the lunch period. Core time is 0915 to 1445 hours and the employee must be at work during core time.

h. **Compressed Work Schedule.** A work schedule for less than 10 workdays in an 80-hour biweekly work period (e.g., 4 ten-hour workdays or any combination thereof to equal 80 hours biweekly).

i. **Alternate Work Schedule.** A flexible or compressed work schedule which may be established whereby reporting/departing times and workdays vary, as long as 80 hours is worked biweekly.

Section 13.2. Hours of work are established by Management and will correspond with needed work requirements. Management agrees that when other than regular tours of duty are necessary, full consideration will be given to providing 2 consecutive days off. Employees will be notified of changes in their tour of duty prior to the beginning of the next administrative workweek. Such changes will be in accordance with applicable laws, rules, and regulations. Selection of employees for changes in tours of duty will be effected in the following manner:

- a. Job duties and responsibilities will be considered.
- b. Management will request volunteers with similar job duties and responsibilities.
- c. Management will make an employee selection based in reverse order of seniority, i.e., beginning with the employee with the most recent service computation date to employee with the most senior service computation date. The selected employee's name will be placed on the bottom of the list for future changes.

Section 13.3. Management will notify the Union of all tour of duty changes in accordance with the provisions of Article 5 of this Agreement.

Section 13.4. See Article 12 for provisions pertaining to firefighters.

Section 13.5. Permanent part-time employees required to work a 5hour per day shift will be allowed a 20minute rest break during each 5-hour period.

Section 13.6. Permanent full-time employees may, at the discretion of the supervisor, be provided a 15-minute break for each 4 hours of continuous work. Users of tobacco products will not be allowed additional time beyond routine breaks to be away from their jobs for tobacco breaks.

Section 13.7. Either Management or the Union may request negotiations for Alternate Work Schedules (AWS). Requests for negotiations should follow the procedures in Article 5 of this Agreement. Requests should include:

- a. The work area(s) affected;
- b. The number of employees involved; and c. The reason for the request.

ARTICLE 14

OVERTIME

Section 14.1. Management retains the authority to determine when overtime work is required. Overtime work will be required as determined necessary to accomplish work in an efficient and effective manner. "Regularly scheduled" overtime is that for which the hours of work are set prior to the beginning of the administrative workweek in which it occurs. "Irregular or occasional" overtime is that not scheduled prior to the beginning of the administrative workweek. Compensation for overtime will be in accordance with the Fair Labor Standards Act (FLSA) or other pay provisions. When supervisors direct employees to perform overtime, the following applies:

- a. Nonexempt employees may choose overtime pay or compensatory time off for

irregular or occasional overtime worked. If paid overtime, employees shall be compensated in increments of 15 minutes, with 8 minutes being the minimum qualifying for payment.

b. Exempt employees who perform irregular or occasional overtime work and whose basic rate of compensation does not exceed the rate of GS-10, Step 10, may elect overtime pay or compensatory time off for the overtime worked.

c. Exempt employees who perform irregular or occasional overtime work and whose basic rate of compensation exceeds GS-10, Step 10, may be paid overtime or they may be required to take compensatory time off in lieu of overtime pay.

Section 14.2. Opportunity for overtime will be distributed as fairly and equitably as possible among employees with comparable job skills. First consideration for overtime will be given to employees currently assigned to the job. Prior to mandatory assignment of overtime, volunteers may be solicited. Second consideration will be given to other employees qualified to do the job on a rotating basis. Overtime provisions applying to firefighters are contained in Article 12 of this Agreement.

Section 14.3. Existing information concerning overtime worked will be made available for review by the Union subject to employee concerns.

Section 14.4. Management will notify the employees who are needed for overtime assignments as soon as possible after the determination that overtime is required. It is recognized that in some cases, little or no advance notice may be possible. Management may, upon request, relieve an employee from an overtime assignment if the employee's reason is valid and there is another qualified employee available for the assignment. Normally, such employee shall not be offered overtime again until his name is again reached on the overtime list.

Section 14.5. Management should allow employees time to arrange for child care, transportation and other personal arrangements so that overtime may be worked, but these considerations, will not be construed as a bar to employees having to work overtime.

ARTICLE 15

LEAVE

Section 15.1. Management and the Union affirm that while annual leave is a right provided by law, the time of its use is subject to approval of the supervisor. Annual leave requests from employees will be approved, subject to workload.

Section 15.2. To ensure operational requirements are met, and the needs and wishes of employees are considered, each employee will furnish his supervisor (upon request)

a proposed leave schedule for at least 60% of his projected annual leave, by 1 March. It is the responsibility of the supervisor to ensure employee is scheduled fairly and equitably. This projected schedule may be revised, subject to workload.

By 1 October of each year, the employee will submit to his supervisor a written projected schedule for use of any annual leave in excess of 240 hours. When requested by the employee, the supervisor will assist employees in scheduling leave after 1 October, in an effort to avoid forfeiture of annual leave. The supervisor will assist the affected employees in making changes to the leave schedule that may be necessary because of workload or employee's changed plans.

When annual leave is denied to the extent the employee would forfeit excess leave, the employee may request to carry over leave in accordance with 5 USC 6304. Approval for employees' requested leave will not be unreasonably withheld.

Section 15.3. Priority for annual leave will be determined by employee's seniority based on service computation date for leave. If workload/mission requirements permit, the supervisor will approve a change in leave selection provided another employee's leave is not disturbed, or where there is mutual agreement for exchange of leave between affected employees. When it is necessary to cancel previously approved leave, and/or deny the specific period requested by an employee, the supervisor will notify the affected employee as far in advance as possible and will explain the reasons for such action in writing.

Section 15.4. An employee who requests annual leave in order to observe a religious holiday/event associated with the religious faith of the employee may be granted such leave.

Section 15.5. Annual leave or leave without pay may be granted an employee in case of a serious illness or death of an immediate family member IAW 5 CFR 630.201(b). Family member means an individual with any of the following relationships to the employee:

- a. Spouse, and parents thereof;
- b. Sons and daughters, and spouses thereof;
- c. Parents, and spouses thereof;
- d. Brothers and sisters, and spouses thereof;
- e. Grandparents and grandchildren, and spouses thereof;
- f. Domestic partner and parents thereof, including domestic partners of any individual in paragraphs (b) through (e) of this definition; and

g. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 15.6. An adoptive parent may use annual leave for court appointments and appointments with adoption agencies, social workers, and attorneys.

Section 15.7. Care-Center Visitations. Annual leave or leave without pay may be approved to allow a parent or guardian the opportunity to visit and analyze the day-care, classroom, or elderly care facility of a dependent. The amount of leave authorized will be appropriate to the situation.

Section 15.8. Management and the Union recognize the value of sick leave and agree to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 15.9. Sick leave, if available, shall be granted an employee in accordance with prevailing regulations when the employee is incapacitated because of sickness, injury, pregnancy and confinement, or is required to give care and attendance to a member of their family, as defined by 5 CFR 630.201b. Employees in organizations where shifts are operated will notify the supervisor within 2 hours prior to beginning of the tour of duty. An employee on non-shift work will notify the supervisor within one hour after reporting time.

Section 15.10. Sick leave must be reported IAW 5 CFR 630.405:

a. Management may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Management may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. Management may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in 5 CFR §630.401(a) for an absence in excess of 3 workdays, or for a lesser period when the agency determines it is necessary.

b. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

c. Management may require an employee requesting sick leave to care for a family

member under 5 CFR §630.401(a)(3)(ii) to provide an additional written statement from the health care provider concerning the family member's need for psychological comfort and/or physical care. The statement must certify that-

- (1) The family member requires psychological comfort and/or physical care;
- (2) The family member would benefit from the employee's care or presence; and
- (3) The employee is needed to care for the family member for a specified period of time.

Section 15.11.

a. An employee may be placed on sick leave restriction, if a pattern of sick leave abuse has been identified. Abuse is not necessarily related to the frequency of sick leave used. The notification of sick leave restriction will be in writing and will indicate:

- (1) Why the employee is being placed on restriction;
- (2) Identify a specific period of time (not to exceed 6 months from the date of notification) that the employee will be under sick leave restriction; a copy will be forwarded to the Union President.

b. If an employee is on sick leave restriction, the employee must furnish medical documentation for each absence from work that the employee desires to charge to sick leave. If an employee believes that his supervisor has imposed sick leave restrictions without good cause, the employee may grieve under Article 30 of this Agreement.

c. Any additional abuses of sick leave usage will be subject to counseling, the imposition of an additional period of restriction or disciplinary action.

Section 15.12.

a. The granting of leave for maternity/paternity reasons may be a combination of sick leave, annual leave, and leave without pay. An employee should make known his or her intent to request leave under this section as soon as practical, including approximate dates.

b. Employees will be granted, upon request, 12 weeks of leave without pay and/or annual leave in the year following the birth or placement of the employee's or their domestic partner's child. Upon request, leave without pay or annual leave on an intermittent schedule will be granted consistent with the efficient operation of the workplace.

Section 15.13.

a. In cases of serious illness, protracted illness, or disability, sick leave up to 30 days (240 hours) may be advanced to employees, except those serving on limited appointments,

b. Employees are authorized to use the voluntary leave transfer program in accordance with 5 CFR 630.901.

Section 15.14.

a. Light duty assignments may be requested by employees subject to management approval for purposes of hastening their return to full duty status following acute or chronic illnesses and/or injury. Such requests must be accompanied by a physician's note or other acceptable form of documentation indicating the types of duties the employee may perform without aggravating or complicating the illness/injury.

b. An employee who is being processed for disability retirement will be considered for a light duty position, if requested by the employee. If, after due consideration, there is no light duty position offered, the employee may utilize sick, annual leave, and/or leave without pay (LWOP) until a submitted disability application is approved or disapproved.

c. Employees who are temporarily unable to perform all of their regularly assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, may be detailed to other work assignments as long as efficient use can be made of their skills. The employee's regularly assigned duties may also be temporarily tailored to other physical limitations. Employees temporarily prohibited from performing certain duties because of medications which inherently limit the employee's ability to perform his duties, or cause the employee to be predisposed to injury or death, will be given priority consideration for any appropriate and/or available assignment.

Section 15.15. An approved absence which would otherwise be chargeable to sick leave may be charged to annual leave, upon request of the employee.

Section 15.16. Under provisions of the Family Medical Leave Act, (FMLA) of 5 CFR 630, Subpart L, eligible employees are entitled to a total of 12 administrative work weeks of unpaid leave for one or more of the reasons listed below, provided they fulfill the necessary notification and certification requirements.

a. Employees may use annual leave or sick leave (consistent with leave regulations) for FMLA absences. The employee must notify the supervisor of his intent to substitute paid time off prior to the date such paid time off begins.

b. Eligible employees are entitled to a total of 12 administrative workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- (1) The birth of a child or children of the employee and the care of such children.

(2) The placement of a child with the employee for adoption or foster care.

(3) The care of a spouse, child, or parent of the employee, if such spouse, child, or parent has a serious health condition.

(4) A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

c. The Department of Labor FMLA forms WH380-E (for employees) or WH380-F (for family members) will normally be used and are adequate for medical documentation.

d. An employee may elect to substitute paid time off for any or all of the period of leave taken as provided for in 5 CFR 630.1206.

Section 15.17. An excused absence, under the circumstances listed below, refers to an authorized absence from duty without loss of pay and without charge to other paid leave. Periods of excused absence are considered part of an employee's basic workday even though the employee does not perform his or her regular duties. Prior approval of the supervisor must be obtained by the employee for such absences,

a. Voting. Excused absence may be granted to permit an employee to report to work 3 hours after the polls open or leave work 3 hours before the polls close, whichever involves less time away from work. For example, if the polls are open 6:30 a.m. to 6:30 p.m., an employee with duty hours of 9:00 a.m. to 5:30 p.m. may report to work at 9:30 a.m. The 30 minutes of excused absence would permit the employee to report to work 3 hours after the polls open.

b. Blood Donation. Employees who donate blood may be granted excused absence (up to 4 hours) to cover travel to and from the donation site, to donate the blood, and to recover from the donation. This provision does not cover an employee who gives blood for his or her own use or receives compensation for giving blood.

c. Permanent Change of Duty Station (PCS). Employees authorized PCS within the Department of Defense may be granted excused absence before departing the old duty station and following arrival at the new duty station to accomplish personal tasks resulting from the move (e.g., to close or open personal bank accounts or to obtain State driver's licenses or car tags). In similar situations, employees coming to the Department of Defense from other Federal Agencies may also be granted excused absence after the employee is placed on the DoD employment rolls. This provision does not cover time involved in complying with PCS requirements such as obtaining passports and vaccinations, adhering to government housing authority requirements, or being present for packing and receiving of household goods. Accomplishing tasks that are conditional to the PCS is considered to be an official duty.

d. **Employment Interview.** Employees under notice of separation or change to lower grade for any reason except personal cause may be granted excused absence for job searches and interviews. Employees competing for positions within the Department of Defense may also be granted excused absence for merit placement interviews. This provision does not cover travel time to job searches and interviews outside the commuting area.

e. **Counseling.** Excused absence may be granted to permit an employee to attend the initial counseling session (e.g., drug, alcohol, financial) resulting from a referral under the employee assistance program. This provision does not cover the official duty status an employee is in during the initial referral to the employee assistance program.

f. **Certification.** An employee may be granted excused absence to take an examination (e.g., certified public accountant examination) in his or her functional area if securing the certification or license would enhance the employee's professional stature, thereby benefiting the Department of Defense. This provision does not cover time spent preparing for such examinations.

g. **Volunteer Activities.** Excused absence may be granted to employees participating in management-sponsored volunteer projects (e.g., adopt a school). This provision does not cover volunteerism in general. Such activity should be promoted through established leave programs and the flexibility offered through alternative work schedules.

h. **Emergency Situations.** Excused absence may be granted to employees to assist in emergency situations. This provision does not cover employees who respond to emergencies in National Guard or Reserve status.

i. **Physical Examination for Enlistment or Induction.** Excused absence may be granted to an employee to undergo medical examinations required by appropriate military authorities for enlistment or induction into the U.S. Armed Forces. This provision does not cover travel time outside the commuting area or situations in which the employee receives military compensation, can use military leave, or undergoes additional tests, examinations, or treatments for conditions discovered or suspected as a result of the examinations.

j. **Congressional Medal of Honor Holders.** Invited Congressional Medal of Honor holders may be granted excused absence to attend or participate in events such as the inauguration of the President of the United States, Congressional Medal of Honor Society conventions, and services on Memorial Day or Veterans Day.

k. Excused absence may be granted to employees to attend funerals in the situations established in 5 USC 6321. This provision does not cover situations in which funeral leave is granted pursuant to 5 USC 6326 and 5 CFR 630.801, or the official duty status of an employee in connection with funerals of fellow Federal law enforcement officers or Federal firefighters.

l. Time lost by employee because of illness resulting from administratively required vaccinations or immunizations, with medical documentation.

m. Fitness for duty medical examinations for current position or a recruit action for activities which the Fort Jackson Civilian Personnel Advisory Center provides civilian personnel services.

n. Emergency treatment from private physicians pursuant to on-the-job injuries to the extent the time falls within prescribed hours of work for the day of injury.

o. Utilizing services of Fort Jackson Civilian Personnel Advisory Center.

p. Seeking Union representation concerning rights under this agreement or conveyed by law, rule or regulation.

q. Management suspension of work activity, due to circumstances beyond Management's control for short periods of time. Instances involving severe weather, lack of HVAC or electricity, and similar events may be covered by this type of absence. Procedures for employee release are described Fort Jackson Crisis Management Plan and DoD Instruction/Manual 1400.25-M.

r. Employees may be granted, in a calendar year, up to 7 days of administrative leave to serve as a bone-marrow donor or up to 30 days of administrative leave to serve as an organ donor IAW 5 USC 6327.

ARTICLE 16

LEAVES OF ABSENCES - NATIONAL UNION REPRESENTATION

Section 16.1. Employees elected or appointed to National Union Offices may need a leave of absence. Upon written notification to Management by the Union, such employee may be granted leave without pay to the extent permitted by the work situation, and not in excess of 12 months per individual.

Section 16.2. Management recognizes the obligation to provide employment at the grade the employee held when granted a leave of absence, or at any changed grade to which assigned during the absence through reduction-in-force or reclassification of the position. Pay under such continued employment would be fixed in accordance with governing regulations. However, the preceding provision would not be applicable if the employee was reached for separation by reduction-in-force while in a leave without pay status and had no rights to continued assignment under reduction-in-force regulations.

ARTICLE 17

POSITION DESCRIPTIONS

Section 17.1. Position descriptions containing supervisory controls, major duties and working conditions are available to the employee through eOPF and will be classified IAW OPM classification standards.

Section 17.2. When position descriptions reflect "Performs other duties as assigned", it means that assignments of duties are not limited by the content of the position description. Position descriptions will be amended as necessary to reflect work assignments that: (1) affect the classification, grade, or series of the position, or (2) are usually important to work operations and do not change frequently.

Section 17.3. An employee who feels he is performing duties other than those in the position description, or that the position is inaccurately described or classified, may request review through supervisory channels or through higher level review as outlined in appropriate regulations.

ARTICLE 18

EMPLOYEE RECORDS MAINTAINED BY MANAGEMENT

Section 18.1. Management should maintain a personnel file for each employee. It should contain the following: telephone number, employee's next of kin, the name of an individual who should be reached in case of an emergency relating to the employee, training records, and documents related to performance and conduct. The file should:

- a. Preferably be maintained by the first-line supervisor.
- b. Secured in such a manner that would preclude unauthorized access.
- c. Be available for review by an employee and/or his representative, upon request.

Section 18.2. An employee will be notified by their supervisor when any negative or adverse correspondence is included in the file regarding performance or conduct.

Section 18.3. When negative or adverse correspondence is included in the file the employee will be requested to sign the documentation, and may at his election, enter a brief statement if he is not in agreement with the correspondence. If an employee signs and dates the entry, it does not indicate agreement or concurrence. His signature indicates only that he was made aware of the negative or adverse correspondence. An employee is encouraged to sign/date the supervisor's comment, even if he elects not to make a comment. The employee may submit a grievance under Article 30 of this agreement.

Section 18.4. All adverse comments will be removed from an employee's records maintained by supervisors after twelve (12) months, unless the employee is in a Performance Improvement Period (PIP) and the entry relates to performance. (Exempted from this requirement are Letters of Reprimands, which are still active, records of suspensions, and changes to lower grade, (see Article 20).

ARTICLE 19

SAFETY AND OCCUPATIONAL HEALTH

Section 19.1. Management shall institute an effective occupational safety and health program consistent with the provisions of 29 CFR 1960, Executive Order 12196 and Fort Jackson Regulation 385-10. Management will exert every effort to provide and maintain safe working conditions and health protection for the employees. Management and the Union will cooperate to that end and will encourage personnel to work in a safe manner, and to promptly report to their supervisors any injuries sustained or unhealthful working conditions in the performance of their duties. An employee has a right to file a complaint with OSHA about unsafe and unhealthful working conditions. The Union and Management encourages the employee to first report unsafe and unhealthful working conditions to supervisory personnel and/or the appropriate Safety Office.

Section 19.2. Employees are entitled to the following rights related to safe and healthy working conditions:

- a. To places and conditions of employment that are free from recognized hazards;
- b. To be informed of provisions of abatement plans for hazards to which they are exposed;
- c. To report unsafe and unhealthful working conditions to appropriate officials and the right to anonymity. Safety violations that have not been corrected in a reasonable amount of time may be presented to the appropriate Safety and Health Committee by the Union;
- d. Access to Management's inspections/investigations (Reported both by the Employee and Union) on the reported conditions;
- e. To protection from restraint, interference, coercion, discrimination or reprisal for making a report or other participation;
- f. To be furnished protective clothing and equipment as authorized by applicable regulations for the performance of assigned work to the extent considered necessary. The wearing of prescribed protective clothing and proper use of equipment are primary responsibilities of the employee.

Section 19.3. Management and the Union agree to conform to the provisions of 29 CFR 1960 in establishing Safety Committees at Fort Jackson. The Union representative is a full member of the committee.

Section 19.4. Union Safety and Health Committee representatives will be eligible for appropriate safety and health training as outlined in 29 CFR 1960.59.

Section 19.5. Management will take reasonable steps within available resources to provide adequate sanitary facilities, water, and indoor environmental conditions in work areas in accordance with laws and regulations; where the absences of such environmental controls would adversely affect the health, welfare, morale, efficiency and effectiveness of the employees.

Section 19.6

a. It is Management's responsibility to maintain a safe work environment for employees.

b. When extreme temperatures exists in the work area and air conditioning/ventilation or heating is not adequate, the following actions will be considered:

(1) Movement of employees to facilities that provide a more comfortable work environment.

(2) Effect a liberal leave policy if employees' services are not needed.

(3) Adjust work hours.

(4) Dismissal per Article 15, Section 17q after approval by appropriate authority when none of the above accommodations can be made, or environmental conditions are too extreme.

c. Special consideration will be given to granting leave to employees with documented medical condition(s) during the period of extreme temperatures. It is the employee's responsibility to provide the supervisor with documentation. This documentation should be submitted to the supervisor in advance or concurrent with extreme temperature aberrations.

d. The parties understand that extreme temperatures are inherent to some jobs and facilities, and the above considerations would not be applicable. However, more frequent breaks should be permitted when extreme temperatures exist.

e. Management may make determinations that work requirements will continue during extreme weather conditions.

f. Supervisors have authority to grant leave to employees including mission essential employees, during adverse weather on a case-by- case basis.

Section 19.7. Blood Borne Pathogens

a. Blood borne pathogens testing: When an employee believes he or she has been exposed to blood borne pathogens in the line of duty, the employee will be encouraged to take the appropriate test as soon as possible to establish a baseline and to file the appropriate documentation (for example, CA-1s and CA-2s). Employees shall be retested as directed by appropriate medical personnel. Employees are encouraged to use the medical facilities on the installation. This does not preclude employees from using a medical provider of their choice. Management will pay for the tests in accordance with regulations governing payment for employee testing.

b. Vaccinations: The agency will comply with OSHA requirements for employer-provided vaccinations of employees who have occupational exposure (for example, Hepatitis-B vaccinations).

c. No employee will be required to perform CPR or to expose themselves to body fluids without the appropriate protective equipment.

ARTICLE 20

DISCIPLINARY/ADVERSE ACTIONS

Section 20.1. General:

a. The Union and Management agree that the objectives of disciplinary measures are to correct employee behavior and to prevent the recurrence of misconduct.

b. Management and the Union agree that it is important that the supervisor/employee relationship encourage early recognition and resolution of potential conduct situations that could lead to disciplinary or adverse action.

c. When Management becomes aware of misconduct by an employee, the employee will be contacted as soon as practicable and instructed to discontinue the misconduct. Management will not knowingly allow instances of misconduct to continue for the purpose of increasing the severity of a potential penalty.

d. Management will attempt to initiate disciplinary action within a reasonable time period after the incident occurs.

Section 20.2. Cautionary Situations. Letters of warning (any letter that addresses a performance or conduct problem with the exception of letters of reprimand), will state

the specific reasons that gave rise to the letter. The original shall be given to the employee. Employees have the right to grieve letters of warning.

Section 20.3. Traditional Disciplinary Measures:

a. Traditional Disciplinary Measures are defined for the purposes of this article as any action taken against an employee that results in a letter of reprimand, suspension without pay, reduction-in-pay or -grade, or removal from the Agency.

b. Disciplinary actions against employees must be based on just cause, consistent with applicable laws and regulations, and fair and equitable.

c. Management should consider all the pertinent Douglas Factors for disciplinary actions appealable to the Merit Systems Protection Board.

Section 20.4. Inquiries and Administrative Investigations:

a. Prior to issuing a letter of reprimand or a notice of proposed disciplinary action, the official issuing the letter or notice, or his or her designee, shall obtain pertinent facts relating to the disciplinary situation. This will allow management to determine whether further investigation or discipline is warranted.

b. To the extent practicable, the official conducting the inquiry will try to obtain information directly from the affected employee, before contacting others.

c. The affected employee(s) or Union may request information about the status of an inquiry or administrative investigation at any time, but not the substance. Management's response will specify whether the inquiry or investigation has been closed or when closure is expected, if known.

d. An employee has the right (commonly known as the Weingarten Right) to be represented by the Union during any examination of the employee by a representative of the agency in connection with an investigation if he or she reasonably believes that the examination may result in disciplinary action against him or her and he or she requests representation.

e. If an employee designates a Union representative in a disciplinary action, Management will:

(1) Notify the Union representative, within a reasonable period of time, of any meetings with the employee to discuss the disciplinary action. This does not include meetings held to issue the disciplinary action;

(2) Provide correspondence regarding the disciplinary action to the designated Union representative and the employee at the same time.

Section 20.5. Procedures:

a. All disciplinary actions will be retained in the employees' official personnel folder and the supervisor's employee work folder. Employees will be afforded access to his or her disciplinary files.

b. Letter(s) of Reprimand:

(1) Letter(s) of reprimand will be clearly titled and specific to the nature of the misconduct to support the letter being issued. The employee will be advised of his or her grievance rights. The letter will advise the employee that the reprimand may be retained in the Official Personnel Folder (OPF) for a period up to 3 years. At the time it is removed from the OPF, it will be removed from the supervisor's work folder and returned to the employee.

c. Provisions common to all disciplinary/adverse action cases taken under Title 5 Code of Federal Regulations, Part 752 (5 CFR 752):

(1) The Parties agree that notices of proposed disciplinary/ adverse actions are not grievable unless based on a violation of section 20.5 of this article or procedural requirements of 5 CFR 752.

(2) When an employee is issued a notice of proposed disciplinary/adverse action, that employee must be afforded and made aware of:

a. The right to answer;

b. The right to furnish affidavits and other documentary evidence in support of the answer;

c. The right to representation.

(3) The employee and/or representative will be granted a reasonable amount of official time to prepare an answer to any proposal. Arrangements for use of such time will be made in accordance with the provisions of Article 8.

(4) Time limits for the employee's response may be extended upon written request.

d. Suspension of 14 days or less. In addition to Section 5.c. above, the following applies to an individual who is not serving a probationary or trial period under an initial appointment or who has completed 1 year of current continuous employment in the same or similar positions under other than a temporary appointment limited to 1 year or less. Such an employee is entitled to:

(1) At least 7 days advanced written notice stating the specific reasons for the proposed suspension.

(2) A reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.

(3) Representation by a National Federation of Federal Employees (NFFE) representative, an attorney, or another representative.

(4) A written decision and the specific reasons therefore, at the earliest practicable date.

(5) The opportunity to grieve the decision, if adverse, through the negotiated grievance procedure contained in Article 30. The written decision shall advise the employee of this right. If the employee chooses to use the negotiated grievance procedure, they are limited to self-representation or representation by the Union.

e. Removal, suspension for more than 14 days, furlough without pay for 30 days or less, or reduction-in-pay or-grade. In addition to Section 5c above, the following applies to an individual who is not serving a probationary or trial period under an initial appointment, or who has completed 1 year of current continuous employment under other than a temporary appointment limited to 1 year or less; and a preference eligible in the excepted service who has completed 1 year of current continuous service in the same or similar positions. Such an employee is entitled to:

(1) At least 30 days advance written notice unless the circumstances allow the application of a reduced reply period or exception to the reply period in accordance with government-wide regulations such as those found in 5 C.F.R. §§ 752.404(d)(1) and (2), respectively.

(2) A reasonable time, normally not less than 7 days, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer unless the circumstances allow the application of a reduced reply period, exception to the reply period or opportunity to answer, in accordance with government-wide regulations such as those found in 5 C.F.R. §§ 752.404(d)(1) and (2), respectively.

(3) NFFE representative or an attorney or another representative.

(4) A written decision and the specific reasons therefore, at the earliest practicable date.

(5) The decision letter informing the employee of his or her option to appeal the action to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both, and informing the employee that he or she will be deemed to have exercised his or her option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of

appeal under the applicable MSPB procedure. If the employee chooses to use the negotiated grievance procedure, they are limited to self-representation or representation by the Union.

Section 20.6. Action by the Deciding Official:

a. After carefully considering the evidence, the employee's response, if any, and mitigating factors, the deciding official shall decide:

- (1) The proposed action is sustained;
- (2) The penalty is reduced;
- (3) The proposed action is cancelled.

7. Stay of Action. The effective date of suspension actions will be started 10 days from the date of the decision letter, except when an indefinite suspension is warranted, in which case immediate suspension may be appropriate.

8. Termination of Probationary/Trial Employees:

a. The Parties recognize that the probationary/trial period is an extension of the examining process.

b. When Management decides to terminate an employee serving a probationary or trial period because his work performance or conduct during this period fails to demonstrate his fitness or his qualifications for continued employment, it shall terminate his services by notifying him in writing as to why he is being separated and the effective date of the action. The information in the notice as to why the employee is being terminated shall, as a minimum, consist of Management's conclusions as to the inadequacies of his performance or conduct IAW 5 CFR 315.804.

ARTICLE 21

REDUCTION IN FORCE

Section 21.1. Understanding that a Reduction- In- Force (RIF) adversely impacts morale and productivity, both Management and Union agree that:

a. Maximum efforts will be made to communicate information about RIF rights, rules and procedures to employees, supervisors and union officials;

b. Every reasonable effort will be taken by both management and union officials to reduce adverse impacts of a RIF action on employees and their respective missions. To this end:

(1) Management will maintain information on the Civilian Personnel Advisory Center (CPAC) web site to educate employees, supervisors and management/union officials about RIF rules and procedures. A section on Frequently Asked Questions will be included. Where employees do not have access to or the knowledge to access this web site, Management officials will provide assistance where needed.

(2) CPAC will conduct group briefings on RIF rules and procedures. Management and the Union will work jointly to schedule these group briefings. Efforts by both parties should be made to conduct the briefings as early and as often, as possible, to assist employees with understanding the RIF procedures.

(3) Employees who receive a RIF notice, will be provided a personal interview with an HR Servicing Specialist. The employee may have a Union Representative attend the meeting with them.

Section 21.2. A reduction in force will be conducted in accordance with applicable laws, rules, provisions of this Negotiated Agreement and Impact and Implementation (I&I) agreement(s). Reduction in force procedures will be included on the CPAC Share point.

a. Management officials' decisions to abolish positions should be based on mission requirements/budget restrictions.

b. Management will make every effort to place affected RJF employees into existing vacancies.

Section 21.3. Management will inform the Union of the necessity and reasons for a RIF as far in advance as practicable, but not later than 28 days prior to the RIF. Management agrees to inform the Union of the extent of the reductions and anticipated effective date as soon as this information becomes available. The Union, in turn, agrees to abide by any official restrictions imposed on the use of this information.

a. The Union may request to negotiate appropriate arrangements and procedures. Negotiation shall be IAW with Article 5 of this agreement.

b. Management and Union may mutually agree to develop a RIF avoidance program.

Section 21.4. Management retains the right to determine reduction in force (RIF) competitive areas. Prior to a change in the competitive area(s), the Union President will be notified, in writing, of the proposed change. The Union has the right to provide its views/input prior to changing the competitive area. By allowing the Union to provide its views/input, Management is not agreeing to bargain about competitive areas.

Section 21.5. Management determines the timelines for conducting the RIF. Management determines the cut-off date for appraisals to be received in CPAC for consideration in the RIF process. The cut-off date will not be more than 90 days prior to

the RIF effective date. Management notifies the Union of the timelines for conducting the RIF and the cut-off date for appraisals.

Section 21.6. Management will provide the Union a listing reflecting the placements/separations of bargaining unit employees, prior to issuance of RIF notices. The Union will also be notified of changes subsequent to the initial notice. The Union agrees to keep the information confidential until the notices are issued.

Section 21.7. The Union President or his designee may review the retention register after the RIF notices are issued.

Section 21.8. Management agrees to provide a 60-day notice period to employees prior to the effective date of the RIF action, with the following exception. (EXCEPTION: If more than 50 employees are scheduled for separation, employees receiving separation notices will be provided a 90-day notice period.)

Section 21.9. Upon receipt of a RIF notice, the employee will be afforded five (5) calendar days, not counting the date of receipt, to accept/decline the RIF offer.

Section 21.10. Employees are considered for RIF placements based on their permanent position.

Section 21.11. If an employee submits medical documentation that he/she is disabled under provisions of the Rehabilitation Act of 1973, Management will consider restructuring a position and/or making other reasonable accommodations that are necessary for placement of the employee in the identified RIF placement position. If additional medical documentation is needed, the employee is responsible for furnishing it at his/her own expense unless directed by management to undergo a medical examination at a local medical treatment facility.

Section 21.12. A full-time employee may not be involuntarily assigned to less than a full-time position.

Section 21.13. When there are ties in seniority when determining order of release from competitive level, employees will be released based on the last digit(s) of their social security number, in descending order.

Section 21.14. Performance credit will be determined IAW 5 CFR 351.504.

Section 21.15. Severance pay calculations will be furnished to eligible employees who receive separation notices, within 30 days of receipt of the RIF notice.

Section 21.16. If Management waives OPM qualification standards for a vacant position, it will provide training it deems necessary for the employee placed in the vacancy. Directed training will be at Management's expense.

Section 21.17. Upon receipt of a RIF notice, should an impacted employee detect that he/she was not provided the appropriate veterans preference based on action initiated by the employee prior to issuance of the RIF notice, the employee will be allowed to provide the appropriate documentation. Appropriate action(s) will be taken to reflect such preference, if CPAC failed to take appropriate action, when the employee initiated the action.

Section 21.18. Employees who have received a RIF separation or change to lower grade notice:

a. May be granted a reasonable amount of administrative leave, NTE 10 hours, during periods they would otherwise be in a duty status, solely for the purpose of being interviewed for other jobs.

b. Employees using administrative leave may be requested to furnish Management documentation certifying that the employee utilized such leave for the purpose of a job interview.

c. Employees are entitled to such leave only during the tenure of the notice period.

d. Employee may contact the Fort Jackson Employee Assistance Program (EAP) for counseling. Employees may attend sessions during normal duty hours, if mission requirements permit.

e. Employees will be afforded Priority Placement Program (PPP)/Outplacement assistance IAW applicable regulations and law. Additional information may be obtained at the CPAC web site. The CPAC web site will provide a link to the South Carolina Employment Security Commission for employees to obtain unemployment information.

Section 21.19. An employee who receives a RIF separation notice:

a. May use the services of the Fort Jackson Army Community Services office, if available, without charge to leave during the notice period. Use of these services after the notice period will be limited to what is authorized by rule, law or regulation.

b. May use a government computer during duty hours to access Internet employment information, etc and submit applications. Note: Should the recruiters and/or job placement agencies require payment for services, it is the employee's responsibility to pay for such services rendered to them. The employee cannot commit the government or Union to pay for such services.

Section 21.20. If an employee is referred for repromotion via Priority Placement Program procedures and not selected, Management will furnish the Union President the reason the other individual was selected, upon request.

Section 21.21. An employee may appeal directly to the Merit Systems Protection Board. Appeals must be filed during the period beginning on the day after the effective date of the RIF action and ending 30 days after the effective date.

ARTICLE 22

TRAINING AND EMPLOYEE DEVELOPMENT

Section 22.1. Management and the Union agree that the training and development of employees is a matter of importance to develop skills, knowledge and abilities to perform their official assigned duties and to maintain an efficient staff. Management will make efforts to provide assignment, recognition and opportunity for training of employees when the need for training is related to the individual's officially assigned duties. The Union will encourage employees to avail themselves of available training and development opportunities and discuss training needs with their supervisors. Identified training needs will be discussed during performance appraisal reviews. Mandatory training and development needs directed by supervisors will be accomplished at Management's expense.

Section 22.2. The Union may make written or verbal recommendations to supervisors, managers, directors, or the Civilian Personnel Advisory Center relative to the training of bargaining unit employees, to include suggestions relating to new or revised seminars and needed skills training. Management will provide the Union an opportunity to attend formal discussions pertaining to new and/or significantly changed training criteria requirements for retention of the employee(s).

Section 22.3. In recognition of the mutual advantages to Management and to the employee, Management agrees to give first consideration to employees in the current positions when training is determined to be necessary for new skills or improving existing skills. Selection for such training shall be consistent with the criteria in applicable regulations. Management agrees to assist in every reasonable means to carry out identified training needs of employees.

ARTICLE 23

PRINTING AND DISTRIBUTION OF AGREEMENT

Section 23.1. Management agrees to type the Agreement and provide a copy to the Union President for verification of accuracy, punctuation, etc., before it is submitted for printing.

Section 23.2. Management will print twenty-five copies for the Union. A copy of the Agreement will be posted on the Fort Jackson Website.

Section 23.3. The Union will make distribution of the Agreement to its bargaining unit employees. Management agrees that the Union may use the Post Theater on two days for the purpose of providing a briefing, NTE 2 hours per day, to the bargaining unit workforce regarding the content of this Agreement. If mission requirements permit, bargaining unit employees who wish to attend will be released from duty to attend. The briefings must be conducted within 180 days from the execution of this Agreement.

ARTICLE 24

PERFORMANCE APPRAISALS

Section 24.1. Management and Union reaffirm that performance evaluation is the continuing process by which the supervisor makes an assessment of the employee's performance and provides feedback to the employee on a regular basis. Employees should be recognized for their achievements, counseled and assisted in areas in which they can improve, and encouraged to develop professionally, in order to perform at their fullest potential. Further, performance evaluation encourages the supervisor to tell the employee what the work unit is doing; allows the supervisor to tell the employee what he is expected to be doing (what, how, and by when); and allows the employee to tell the supervisor what the employee would like to do now and in the future, how the employee thinks the job could be done better, and what help and/or training the employee thinks is needed.

Section 24.2. Each employee will receive a performance plan prior to the beginning of his annual rating period, normally within 30 days. Newly assigned supervisors will review and discuss performance expectations with subordinate employees no later than 30 days after their arrival. Similarly, supervisors will review and discuss performance expectations with new employees within 30 days of their arrival.

a. Performance plans and associated expectations will correspond to the duties referenced in the employee's position description.

b. Performance plans, expectations, and responsibilities will be updated within 30 days when mission changes occur and communicated to the employee.

Section 24.3. Employees will be notified when their performance falls to the unsuccessful level. The notice of unacceptable performance will include:

a. Specific instances of poor performance that caused the employee's performance to be at the unsuccessful level.

b. Identification of the specific performance requirements of the employee's performance plan involved in each instance of unsuccessful performance.

c. When the employee is provided an opportunity to demonstrate acceptable

performance during a performance improvement period (PIP), the notice of unacceptable performance will state:

(1) What the employee must do to improve his performance to an acceptable level.

(2) The length of the PIP (60-90 days).

d. The supervisor will be available to assist the employee toward achieving acceptable performance, to include opportunities to meet with the supervisor as necessary to discuss the employee's performance during the PIP.

e. That unless performance improves to an acceptable level during the PIP for that job requirement/objective and is maintained for a one year period from the date of the notice, the employee may be changed to lower grade or removed, without being placed in a subsequent PIP.

f. All adverse comments will be removed from an employee's records maintained by supervisors after twelve (12) months, as stated in Article 18, Section 18.4. For employees on a PIP all adverse performance comments will be removed from the employee's supervisor's record 12 months after successful completion of the PIP.

Section 24.4. Civilian performance ratings should be completed in accordance with the activity's established due date and will be submitted as soon as practical after the end of the rating period but at least within 45 days.

Section 24.5. Rating cycles are as follows:

- a. Grades GS 1-8 will be 1 May- 30 April;
- b. Grades GS 9-12 will be 1 November-31 October;
- c. Grades GS 13 and above will be 1 July-30 June.

Section 24.6. Employees who are dissatisfied with their performance ratings or other aspects of the performance evaluation process may file a grievance IAW Article 30.

Section 24.7. The establishment and content of performance expectations set forth in individual Performance Plans are not grievable.

ARTICLE 25

EQUAL EMPLOYMENT OPPORTUNITY

Section 25.1. Management and the Union strongly endorse and will actively support the intent, principles, and objectives of the Civil Rights Act of 1964, Age Discrimination in

Employment Act of 1967, Architectural Barriers Act of 1968 and Rehabilitation Act of 1973 and other appropriate legislation. The parties further agree to utilize their respective roles to assist in the resolution of complaints of discrimination upon request by a bargaining unit employee.

Section 25.2. If Management establishes an EEO Committee, the Union will have one representative with full participation.

ARTICLE 26

NEW EMPLOYEES IN-PROCESSING

Management agrees to provide the Union a reasonable amount of time to present its welcoming orientation to new bargaining unit employees during the New Employee In-processing.

ARTICLE 27

TRAINING OF UNION REPRESENTATIVES

Section 27.1. The Union is solely responsible for selection and presentation of training provided Union officials and/or stewards.

Section 27.2. Management agrees to grant official time to employees who are Union officials and/or stewards for the purpose of attending labor relations training.

Section 27.3. Official time for training of union officials and/or stewards will not exceed 500 hours per calendar year beginning on 1 January each year. An individual's training time will normally not exceed 48 hours per calendar year.

Section 27.4. Union officials and/or stewards will be authorized a one-hour lunch period, plus 15 additional minutes for travel time, once each month for training. The Union is solely responsible for the selection and presentation of such training. Attendance of such training will not be deducted from the hours authorized in Article 8.

ARTICLE 28

CONTRACTING OUT OF WORK

Section 28.1. Management agrees to comply with applicable laws, rules and regulations regarding the contracting out of Management's functions and/or missions when such contracting out would impact bargaining unit positions. Matters within the scope of OMB Circular A-76 are not subject to the negotiated grievance procedure.

Section 28.2. Management will consult with the Union concerning contractual arrangements, which would adversely affect the grades or numbers of current employees.

Section 28.3. Management will consider actions permitted by directives of higher headquarters to minimize the impact of employees when a function is contracted out. Affected employees will be reassigned and/or retrained to the extent possible. Retention of career employees shall be achieved by considering attrition patterns and freeze on new hires in related fields.

Section 28.4. The parties agree that the exclusive representative will be given the opportunity to be present at meetings between Management and groups of employees concerning contracting out.

ARTICLE 29

RETIREMENTS AND RESIGNATIONS

Section 29.1. Management agrees to provide employees who have scheduled retirement information on their rights and benefits an opportunity to attend retirement counseling or briefing sessions scheduled by Management. Retirees are encouraged to participate in the Post retirement ceremony to recognize civilian and military retirees.

Section 29.2. An employee who announces that he is resigning or has resigned should be asked to submit his resignation in writing, signed and dated, stating the effective date and reason for the resignation.

Section 29.3. An employee's request to withdraw a resignation must be submitted in writing prior to the effective date and time.

ARTICLE 30

EMPLOYEE GRIEVANCE PROCEDURE

Section 30.1. COMMON GOAL. Management and the Union recognize the importance of settling disagreements and disputes promptly, fairly and in an orderly manner that will maintain the mutual self-respect, promote efficiency and will be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 30.2. This shall be the exclusive procedure available to the parties and the employees in the unit for resolving grievances. For purposes of this Agreement:

a. A grievance by a bargaining unit employee or group of employees is a request for personal relief in a matter of concern or dissatisfaction to the employee or group of employees concerning the interpretation, applications and/or violation of this Agreement; or the interpretation or application of, laws, rules and regulations.

b. The following items are excluded:

(1) Any claimed violation of 5 U.S.C. Chapter 73, Subchapter III relating to prohibited political activities (Hatch Act).

(2) Retirement, life insurance, or health insurance.

(3) A suspension or removal under 5 U.S.C. 7532 (national security reasons).

(4) Any examination, certification, or appointment.

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

(6) Reduction-in-Force.

(7) Non-selection for a position from a properly constituted referral list.

(8) Separations during the probationary/trial period unless such actions are appealable to the Merit Systems Protection Board.

c. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include the question of arbitrability and/or arbitability, as appropriate. Management agrees to raise any question of grievability or arbitability of a grievance as soon as possible during the grievance process.

Section 30.3. Employees, employee representatives and all other persons involved in the presentation of the grievance will be free from restraint, interference, coercion, discrimination and reprisal.

Section 30.4. Questions as to whether issues are grievable or arbitrable will be raised early in the grievance process. In the event the parties do not agree, the matter can be raised at arbitration.

Section 30.5. Both parties recognize the importance of settling complaints and grievances promptly and equitably at the lowest possible level of management.

a. The number of attendees at a grievance meeting will be kept to a minimum.

Attendees should be limited to the grievant, his representative, management official(s) and the Subject Matter Expert(s) (SME) having knowledge relating to the subject of the grievance. This does not apply in the case of Section 30.5c of this Article.

b. An employee, his designated representative or Management may submit statements from witnesses or individuals having pertinent knowledge of the issue(s) being grieved. The statements will be voluntarily submitted.

c. At one of the steps, excluding binding arbitration of the grievance procedure, the parties shall be permitted to call witnesses. Employee witnesses, if otherwise in a duty status, will be considered to be in duty status during such participation. Witnesses will serve voluntarily and will be expected to provide, full and complete information/testimony, and will not be subjected to any restraint, coercion, discrimination, or reprisal as a result thereof. The time that employees are kept from their work site to give testimony will be kept to a minimum. If the employees are management witnesses, Management is responsible for notifying the witnesses of the meeting date, etc. If the employees are the grievant's witnesses, the grievant and/or representative will be responsible for notifying the witnesses of the meeting date. The other party must be furnished a list of witnesses at least 2 days before the meeting date. Management will take reasonable actions to ensure the grievant's witnesses are present.

Section 30.6. An aggrieved employee and designated representative shall be granted a reasonable amount of official time without charge to leave or loss of pay to secure advice, obtain information, prepare documents and present the matter before a proper forum (i.e., supervisor, management, arbitrator, hearing examiner, etc.).

Section 30.7. Upon request, an employee or the designated representative will be furnished information from official records which have a bearing upon the grievance subject to necessary requirements of security and confidentiality of information. This includes, but is not limited to documents/evidence relating to Management's decision making process pursuant to action(s) taken by Management. In addition, they will be provided full access to all relevant regulations and official directives maintained by Management. Employee or representative may make copies of relevant regulations and official directives as needed. When information needed by the Union to process a grievance or to determine whether a grievance exists is requested from Management, any applicable time limits for filing a grievance, will be automatically extended equal to the number of days it takes to either receive the information or a written statement that the information does not exist or its release is barred by statute.

Section 30.8. If an employee resigns, dies, or is separated by any action other than removal before a decision is reached on a grievance being processed, and no compensation issue is involved, action will be stopped and all interested parties notified that the case is being closed without decision. A copy of this notification will be made a part of the case record. The Union will be notified of the closing of the case. If the pending grievance involves a compensation issue, it will be processed to completion.

Section 30.9. If an employee and/or union representative elects to grieve a formal disciplinary action (letter of reprimand, suspension, change to lower grade or removal), it must be submitted within 30 days of the effective date of the action. The grievance will be submitted to the Step 4 official listed in Section 31.10e, Step 4. The deciding official will render a decision to the employee or representative within 30 days after receipt of the grievance.

Section 30.10. Employee grievances under this Agreement will be processed as follows:

a. Failure of Management to render a grievance decision within the time frames identified in these grievance procedures of this Article will result in an automatic escalation to the next grievance Step. Failure of the employee and/or his representative to comply with the prescribed time frames for submission of a grievance will result in the grievance being terminated.

b. After Step 1, Management, grievant, or grievant's representative may introduce new evidence, but not new issues.

c. Time limits for this Article start with "Day One" on the day following occurrence of the incident being grieved or when the grievant became aware of the issue, transmittal of the grievance to the Deciding Official, or the transmittal of the decision to the grieving party.

d. The intent of the Parties is for all participants to act within the time limits allowed within this article. However, time limits in this article may be extended by mutual written consent of the parties involved in the grievance.

e. Grievance filings and responses/decisions will be served normally by email to the union representative. When grievant files on behalf of themselves, the decision will be provided to the grievant and the union president or designee:

Step 1. At the Step 1 grievance level, an employee grievance must be submitted in writing, to the lowest level of management having the authority to grant remedy within 30 days after the matter/occurrence being grieved or the date the employee became aware of the matter/occurrence. The official will arrange for a meeting within 10 days of notice of receipt of the grievance. The Step 1 official will furnish the employee a written decision within 10 days of the meeting date. Upon request, Management will provide the name of the lowest level of management that has the authority to grant the remedy.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievant or their union representative may forward his written grievance to the next level official who has authority to resolve the grievance. The Step 2 official must receive the grievance within 10 days after the grievant's or designated representative's receipt of the Step 1 decision or when the decision was due. The Step 2 official may meet with the grievant and designated representative after receipt of the written grievance. He will render a written

decision to the grievant or union representative within 14 days after receipt of the written grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievant or union representative may forward the written grievance to the organizational Director, Commander or equivalent. The grievance must be received by the Step 3 official within 10 days after the grievant's or union representative's receipt of the Step 2 decision or when the decision was due. The Step 3 official may meet with the grievant and designated representative after receipt of the written grievance. He will render a written decision to the grievant or union representative within 14 days after receipt of the written grievance.

Step 4. If the grievance is not resolved at Step 3, the grievant or union representative may submit the grievance to the Step 4 level. The grievance will be submitted to the Step 4 official listed below and the Fort Jackson Civilian Personnel Advisory Center within 10 days after the receipt of the Step 3 decision or when the decision was due. The following individuals will serve as Step 4 officials:

- a. Chief of Staff for the U.S. Army Training Center and Fort Jackson
- b. Garrison Commander for the Installation Management Command
- c. Commander for the Moncrief Army Community Hospital
- d. Commander for the United States Army Dental Activity
- e. Director for the Mission and Installation Contracting Command
- f. Commander for the Fort Jackson Military Entrance Processing Station
- g. Director for the United States Army Signal Network Enterprise Center
- h. Director for the Victory College
- i. Deputy to the Commander, 406th Army Field Support Brigade.

The grievance will state the unresolved issue(s) and the desired corrective action. The Step 4 decision will be based on review of the record. The Step 4 official will render a written decision to the grievant or union representative within 14 days after receipt of the written grievance.

ARTICLE 31

UNION/EMPLOYER GRIEVANCE PROCEDURE

Section 31.1. A grievance filed by the Union or Management must be filed within 30 days of the date of the circumstance giving rise to the grievance, or the date the aggrieved party became aware of the circumstance. This procedure cannot be used for grievances involving personal relief of individual employees.

Section 31.2. A grievance filed by the Union will be submitted to the Management official listed below and the Fort Jackson Civilian Personnel Advisory Center.

- a. Chief of Staff for the U.S. Army Training Center and Fort Jackson
- b. Garrison Commander for the Installation Management Command
- c. Commander for the Moncrief Army Community Hospital
- d. Commander for the United States Army Dental Activity
- e. Director for the Mission and Installation Contracting Command
- f. Commander for the Fort Jackson Military Entrance Processing Station
- g. Director, United States Army Signal Network Enterprise Center
- h. Director, Victory College
- i. Director, U.S. Army Sustainment Command Logistics Readiness Center

A grievance filed by Management will be addressed to the President, Local 1214, National Federation of Federal Employees, Fort Jackson, SC 29207.

Section 31.3. The parties agree that disputes about interpretation of this agreement may be grieved under this Article.

Section 31.4. The written grievance from either party will contain the following information:

- a. Description of the issue being grieved;
- b. The date of the occurrence of the circumstance(s)/matter(s) being grieved, if applicable
- c. Citation of article(s), if applicable;
- d. Requested resolution

Section 31.5. The Union President and the appropriate commander/director or their designated representative may meet within 14 days upon receipt of the grievance.

Section 31.6. A written response to the aggrieved party will be submitted within 30 days of receiving the grievance.

Section 31.7. If satisfactory resolution of the grievance is not achieved, the aggrieved party may submit the grievance to arbitration under provisions of Article 32.

Section 31.8. The same issue of dissatisfaction cannot be processed as an unfair labor practice and as a grievance under this negotiated grievance procedure.

ARTICLE 32

ARBITRATION

Section 32.1. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union, either as a grievant or as representative of the grievant, or Management, may refer the issue to arbitration.

a. The notice to refer an issue to arbitration must be in writing, signed (an electronic signature is acceptable) by the Union President, or Management, and submitted within 21 days following receipt of the decision by the aggrieved party. The request must be addressed to the appropriate Management representative as listed in Article 30, Section 30.10e, Step 4, ATTN: Fort Jackson Civilian Personnel Advisory Center, or to the President, National Federation of Federal Employees, Local 1214. CPAC will acknowledge receipt of the notice in writing. If acknowledgment is not received within 2 days, the party invoking arbitration will request a follow-on acknowledgment. If at that time no acknowledgment is received, the subsequent request for acknowledgment will serve as the acknowledgment date.

Section 32.2. Within 7 days from the date of acknowledged receipt of an arbitration notice, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators.

a. Within 21 days of receipt of the list of arbitrators, the parties may meet to select the arbitrator unless a later date is mutually agreed to. This will be accomplished by both parties striking one arbitrator's name from the list, until only one name remains. A flip of a coin will determine which party strikes the first name. The remaining name is the selected arbitrator.

b. The initiating party may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 32.3. The arbitrator's fees and expenses shall be borne equally by Management and the Union. Further, Management and the Union shall share equally the expenses of any mutually agreed upon services in connection with an arbitration hearing.

Section 32.4. The arbitrator will be requested to render the decision and remedy to the parties as quickly as possible, but, in any event, no later than 30 days after the conclusion of the hearing unless the parties otherwise agree.

a. The arbitration proceedings shall be held on Management's premises during the regular day shift work hours of the basic work week.

b. An employee of the unit serving as the grievant's representative, the aggrieved employee, and employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave. Workload permitting, management will adjust the work schedule of employee participants on shifts other than the regular day shift, provided that this does not result in a requirement for compensatory time or overtime. If a work schedule is not adjusted because the workload does not permit it, Management will notify the employee and the union, in writing, including the reason for the denial, as soon as practical.

Section 32.5. The date of the award or decision shall be the same as the date on which the decision is received by the parties.

ARTICLE 33

INCENTIVE AWARDS

Section 33.1. Management and the Union agree that incentive awards will be made to Employees in accordance with Army Regulation 672-20, Incentive Awards, and policies.

Section 33.2. If Management has Incentive Awards Committees, the Union will be able to participate within the scope of its rights as the exclusive representative of its bargaining unit employees.

ARTICLE 34

PROMOTIONS, DEMOTIONS, DETAILS, AND REASSIGNMENTS

Section 34.1. Promotion and placement actions will be in accordance with the Fort Jackson Merit Promotion Plan, governing regulations, and this Agreement. Management will inform the Union of changes in recruitment/placement procedures/plans in accordance with Article 5 of this Agreement. Where provisions of this Agreement differ from the Fort Jackson Merit Promotion Plan, this Agreement shall govern.

Section 34.2. The Merit Promotion Plan will be posted on the Fort Jackson Web-Site.

Section 34.3.

a. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period with the employee returning to his/her original position at the end of the detail. There is no formal change in the employee's permanent assigned position. Temporary details to a higher grade may be done non-competitively up to 120 days. If the temporary detail to a higher grade is extended beyond 120 days, it must be done competitively.

b. Officially, the employee continues to hold the position from which detailed and keeps the same status and pay. Documentation is not necessary for a detail that is identical to or of the same grade, series and basic duties as the employee's current position. All other details including details to a classified position or a higher graded position, is to be documented by a Request for Personnel Action (RPA). For changes to premium pay and movements between Federal Labor Standards (FLSA) exempt and non-exempt positions, employees will receive a Request for Personnel Action (RPA), i.e. SF 52. Management is responsible for furnishing a copy of the RPA to the employee.

c. Management may detail employees for any legitimate purpose or reason. Those purposes or reasons include, but are not limited to:

- (1) To handle extraordinary mission requirements;
- (2) To fill in during another employee's extended (greater than 30 days) absence;
- (3) For cross-training purposes;
- (4) Pending position classification;
- (5) Pending a security clearance; or
- (6) Pending an investigation.

Section 34.4. Reassignment is the movement of an employee to another position for which he/she qualifies at the same grade. Management will submit a Request for Personnel Action (RPA) and an SF 50 will be generated to document the reassignment.

Section 34.5. Temporary promotions will be effective the pay period following the receipt of the RPA in the CPAC. Qualified employees who are assigned to a classified higher-graded position will be temporarily promoted to that position effective the next pay period, following receipt of the RPA in the CPAC. The employee will not be assigned to the higher-graded position until the effective day of the RPA.

Section 34.6. Employees who are detailed or temporary promoted may need a reasonable amount of time after returning to their former position to re-acclimate themselves to job related practices, policies, procedures or materials issued during the employee's detail/temporary promotion.

Section 35.7. Employees may grieve allegation(s) pursuant to violation(s) of 5 USC 7102 rights or prohibited personnel practices under 5 USC 2302.

ARTICLE 35

DURATION OF AGREEMENT

Section 35.1. The effective date of this Agreement is March 24, 2014.

Section 35.2. This Agreement shall remain in effect for 3 years, with a subsequent 1-year automatic renewal on the anniversary date, unless between 105 and 60 calendar days prior to such anniversary date either party gives written notice to the other of its desire to terminate, amend or renegotiate the Agreement. Upon notification by either party of its desire to renegotiate the Agreement, the parties will meet within 30 calendar days to initiate negotiations of the Agreement, if the notice is submitted within the 105-60 day time frame. This agreement will remain in effect until such time as a new Agreement is effectuated, if negotiations are in process.

Section 35.3. Management and the Union may submit proposals on new issues not covered in this Agreement. The parties agree that the Agreement will not be opened more than once during the duration of this Agreement. The parties will meet within 30 days after the requesting party submits its proposals to initiate mid-term negotiations.

Section 35.4. Both parties understand that applicable laws take precedence over provisions of this Agreement. Changes in law, which invalidate articles or sections of this Agreement, will not have the effect of nullifying the total Agreement.

Section 35.5. Any amendments, supplemental or additions to this Agreement that are entered into and approved shall become a part of the Agreement and terminate at the same time of the Agreement.