

**NEGOTIATED AGREEMENT
BETWEEN THE
99TH REGIONAL READINESS COMMAND
AND
NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES
LOCAL R3-112**

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PREAMBLE

SECTION 1. Pursuant to chapter 71 of Title 5, US Code, the following articles constitute an agreement by and between the 99th Regional Readiness Command, Coraopolis, Pennsylvania, hereinafter referred to as "Employer", and the National Association of Government Employees/Army Air Technicians Union (NAGE/AATU) Local R3-112, hereinafter referred to as the "Union" acting under the provisions of Public Law 95-454, often cited as the "Civil Service Reform Act of 1978" or "CSRA". This agreement, and such agreements and supplements as may be agreed upon from time to time constitute a collective bargaining agreement between management and the union.

SECTION 2. Whereas the Congress of the United States has found the statutory protection of the right of employees to organize, to bargain collectively, to participate through labor organizations of their own choosing in decisions which affect them, and to:

A. Safeguard the public interests;

B. Contribute to the effective conduct of public business;
and

C. Facilitate and encourage the amicable settlement of disputes between employees and their employers involving conditions of employment; and

Whereas there exists a clear and identifiable community of interest among the employees covered by this agreement; and

Whereas a majority of employees of the employees covered by this agreement have indicated that they wish to be represented in collective bargaining with the Employer by the Union; and

Whereas collective bargaining entitles either party to request a written document embodying any agreement reached pertaining to personnel policies, practices, and matters affecting working conditions, and when agreement is reached to take such steps as are necessary to implement such agreements;

The union and management desire to enter into a labor-management agreement which will have for its purpose, among others, the following: (1) to promote high standards of employee performance; (2) to promote work practices that facilitate improved employee performance and efficiency; (3) to provide employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and (4) to promote constructive and cooperative relationships between union and management officials.

ARTICLE 1

BARGAINING UNIT

SECTION 1. The Employer hereby recognizes the Union as the exclusive representative of all employees in the unit as defined in Section 2 of this Article and the Union recognizes the responsibilities of representing the interest of all such employees without discrimination and without regard to employee organization membership with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this Agreement.

SECTION 2. The unit to which this Agreement is applicable is composed of all civilian employees of the 99th Regional Readiness Command, excluding all professional employees; management officials; supervisors; and employees described in 5 U.S.C. Section 7112(b)(2), (3), (4), (6), and (7).

ARTICLE 2

PURPOSE

SECTION 1. It is the twofold purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the performance and well being of its employees, and to establish a basic understanding relative to personnel policy, practices, and other conditions of employment as set forth in the Civil Service Reform Act of 1978.

SECTION 2. It is further intended that this agreement and its amendments will meet the following objectives:

A. Identify the parties to the agreement and define their respective roles and responsibilities under this agreement;

B. State the policies, procedures, and methods which will govern the working relationship between the parties;

C. Promote good faith and mutual understanding between employees and supervisors as well as between the Employer and the Union;

D. Ensure union participation in the development of personnel policies through collective bargaining consistent with law:

E. Provide for the highest degree of efficiency in the accomplishment of the objectives of the Employer while simultaneously keeping in mind the concerns and welfare of the employees.

ARTICLE 3

PROVISIONS OF LAW AND REGULATION

SECTION 1. In the administration of all matters covered by this Agreement, officials and employees are governed by:

A. Existing or future law;

B. Existing agency and government-wide rules and regulations in existence at the time the Agreement was approved, including those set forth in Title 5, Code of Federal Regulations (5 CFR); and

C. Subsequently published DoD, DA or government-wide policies and regulations which do not conflict with the Agreement and any provisions which are agreed to by supplemental written agreement.

SECTION 2. The term "The Statute," as used throughout this Agreement, refers to The Civil Service Reform Act of 1978, Public Law 95-454, now contained in Chapter 71, Title 5, USC.

SECTION 3. The term "Union President," as used throughout this Agreement, means the President of Local R3-112, National Association of Government Employees/Army Air Technician Union (NAGE/AATU).

SECTION 4. It is understood by the Employer and the Union that this Agreement has no application to or affect on any employee while in a military status.

ARTICLE 4

MUTUAL RIGHTS AND OBLIGATIONS

SECTION 1. The parties recognize that each has the responsibility to consider the other's problems and to make honest attempts to find acceptable solutions thereto. The parties, therefore, agree to foster an atmosphere of cooperation, good faith, and mutual respect in all relationships to include any required negotiations.

SECTION 2. The parties may utilize interest based processes over any workplace issue with the objective of reaching an agreement, which integrates the interest of the employees/union, the employer/management and the public. When both parties mutually consent to the use of Interest Based Bargaining on a particular topic/issue, bargaining team members will receive training on Interest Based Bargaining techniques.

SECTION 3. The Employer and the Union, on behalf of the employees they represent, accept responsibility to abide by the provisions set forth in this Agreement. The Employer and the Union will not change the provisions set forth in this Agreement except by methods provided herein.

SECTION 4. Each employee as defined in Article 1 shall have and be protected in the exercise of their right to, freely and without fear of reprisal, form; join; or assist any labor organization; or refrain from any such activity, except as expressly provided hereinafter, and in the Civil Service Reform Act of 1978. The freedom of such employees to assist any labor organization shall be recognized as extending to their participation in the management of the organization and acting for the organization in the capacity of an organization representative.

SECTION 5. Any employee has the right to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established policies.

SECTION 6. The parties recognize all of each other's rights and responsibilities under the Civil Service Reform Act of 1978, notwithstanding the fact that they are not referenced herein. In the event that management or union rights in the CSRA are amended, this article shall be amended to reflect the changes in Law at the same time as the changes in law are effective.

SECTION 7. The union has the exclusive right to represent all employees in the recognized unit through negotiations with the Employer regarding personnel policies, practices and other matters affecting working conditions as provided by this Agreement and the Civil Service Reform Act of 1978. The employer shall not negotiate nor make any collective bargaining agreement or contract directly with any employee or group of employees covered by this Agreement. Any written or verbal arrangements made by a supervisor and an employee shall not be binding on the parties hereto.

SECTION 8. Nothing in this Agreement shall be construed as abrogating the Union's legal right to communicate with its membership, the public, public officials, or other parties, nor to oppose any actions the Union believes to be contrary to the interest of the employees it represents.

SECTION 9. The parties recognize that this Agreement is not all-inclusive. The fact that certain conditions have been reduced to writing does not alleviate the responsibility for either party to meet and to negotiate with the other party on matters not covered by this Agreement consistent with the law.

SECTION 10. It is further understood and agreed that the Employer will negotiate with the Union before making changes in personnel policies and practices and other matters affecting the conditions of employment of employees in the bargaining unit.

SECTION 11. In the event that the Employer, the Union, or a bargaining unit employee alleges a violation of the "Statute" or the provisions of this agreement, the form at Appendix A shall normally be used in the filing of any Unfair Labor Practice. The use of this form does not preclude the union from subsequently filing an Unfair Labor Practice with the FLRA.

ARTICLE 5

RIGHTS OF EMPLOYEES

SECTION 1. In accordance with "The Statute", employees 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, and each employee shall be protected in the exercise of such right.

SECTION 2. Except as otherwise provided in "The Statute", employees' rights include the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the government, the Congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under "The Statute".

SECTION 3. Management will provide to the union a listing of all new bargaining unit employees at least monthly. Without incurring any travel costs to management, the union may be provided a reasonable amount of official time to inform new employees that NAGE Local R13-112 is the exclusive representative for all employees in the bargaining unit. When the new employee is not co-located with a union representative, contact will be made telephonically or via email. The Employer will provide the new employee with a copy of the basic agreement and any approved supplemental agreements.

SECTION 4. An employee shall not be precluded from exercising grievance or appellate rights established by law, rule, or regulation, unless prohibited by the provisions of the grievance procedures negotiated in this Agreement.

SECTION 5. When an employee is being questioned by the Employer in connection with an investigation, the employee shall be given the opportunity to be represented by the Union at the examination if:

A. The employee reasonably believes that the questioning may result in disciplinary action against the employee, and

B. The employee requests representation.

The above is commonly referred to as a "Weingarten" meeting.

SECTION 6. For purposes of this Article, an investigation shall be defined as any discussion involving an employee that solicits information:

A. Through oral questioning or the taking of written statements; and

B. The purpose of which is to determine potential administrative or punitive disciplinary action against that employee or another employee.

SECTION 7. For purposes of this Article, an investigation shall not include:

A. Performance counseling(s);

B. The issuance of notice of disciplinary action such as an Official Written Reprimand (OWR), notice of proposed action or decision on a disciplinary action such as a suspension or removal; or

C. Any other counseling session where the supervisor does not ask questions of the employee.

SECTION 8. The employer will annually inform all employees of their "Weingarten" rights. Such notification will be accomplished by posting on all unit/shop bulletin boards in each facility and in break rooms.

SECTION 9. The Employer will not unlock and inspect a unit employee's issued or assigned locker or tool box/chest without having the employee, a Union steward, or an officially appointed security representative present.

SECTION 10. Employees will be allowed to use Government telephones and computers in dealing with official business, i.e., CPAC/CPOC, DFAS, and to seek Union Representation. Management will afford the employee privacy while dealing with these agencies.

ARTICLE 6

EMPLOYEES RIGHTS MILITARY AND CIVILIAN

SECTION 1. Since the vast majority of the employees of the 99th RRC are dual status technicians, it is imperative that there be a definite separation of authority.

SECTION 2. Employees shall be treated as civilian and be responsible to their supervisor when they are employed in their civilian jobs as technicians.

SECTION 3. Employees who are technicians in one unit and a reservist in another unit will be given all opportunities to attend their required drills and annual training without repercussion and harassment from their supervisor.

SECTION 4. Dual Status Technicians will be required to maintain Reserve status as required by law.

SECTION 5. Those employees who are not required to maintain Active Reserve status shall not be badgered, penalized, harassed, intimidated, reprimanded or coerced by any supervisor, management official, or fellow employee for non-membership in the Active Reserve.

SECTION 6. Supervisors who wish for an employee to change their schedule to work on the unit's drill weekend will give the employee a minimum of two weeks written notice prior to the requested change, except when the Agency would be seriously handicapped in carrying out its function or doing so would result in substantially increased costs. The work schedule change will remain in effect only for the period of the request.

ARTICLE 7

RIGHTS OF THE UNION

SECTION 1. Meetings between Union officers and/or stewards for the purpose of discussing the internal affairs of the Union are prohibited during working hours. However, such meetings are permissible if held during the non-work time of the employees concerned. Any activities concerned with the internal management of the Union, including but not limited to the solicitation of authorization cards or petitions, solicitation of signatures on dues withholding authorization forms or forms revoking dues withholding authorizations, campaigning for labor organization office and distribution of literature may be conducted only during the non-work time of the employees involved. Similarly, when the Union schedules membership meetings, internal elections or similar events wholly or partially within the scheduled periods, any employee attending or participating in such events will do so only in an approved annual leave, leave-without-pay, or in accordance with appropriate law or regulation.

SECTION 2. The Employer will provide space of not less than four square feet on all bulletin boards in each building where unit employees are located. Notices on bulletin boards can include but are not limited to scheduled union meetings, social events and lists of Union representatives except for on any Safety Awareness boards where information posted must be entirely safety related.

SECTION 3. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning matters affecting general working conditions of employees in the unit.

SECTION 4. The Employer agrees to authorize non-employee representatives of NAGE/AATU to visit the unit provided they satisfy requirements controlling admission of visitors to the installation and advise the Commander, Headquarters, 99th RRC, or his/her designee, in advance of the purpose and estimated duration of their visit.

SECTION 5. An employee selected by the National Association of Government Employees (NAGE) National Office to serve in the capacity of a NAGE union representative or officer, the service in which requires his/her absence from their work station, ordinarily may be granted annual leave or leave without pay for the requested period of time provided the employee is not in a one of a kind position. Normally, such leave will not exceed a one-year period. An extension of leave without pay beyond one-year will be considered on an individual basis. An employee in an approved leave without pay status retains all rights and privileges with respect to retirement status and coverage under the Federal Employee's Group Life Insurance and Federal Employee's Health Benefits programs in accordance with applicable laws and regulations.

ARTICLE 8

MANAGEMENT RIGHTS

SECTION 1. The Employer retains the right to:

A. Determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

B. In accordance with applicable laws

(1) To hire, assign, direct, 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 from among properly ranked and certified candidates for promotion or any other appropriate source;

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

SECTION 2. Nothing in this section shall preclude the Employer and the Union from negotiating at the election of the Agency on:

A. The numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

B. The procedures which management officials of the agency will observe in exercising any authority under this section; or

C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 9

UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the officers of the Union: stewards, and designated representatives of employees covered by the terms of this Agreement. The Employer shall be kept informed in writing by the Union of the terms of its elected officers and stewards within ten work days after such election or appointment. Representational duties will not be authorized for any officer or steward until his/her name has been received in writing by the Commander, Headquarters, 99th RRC.

SECTION 2. The Employer recognizes the right of the Union to designate stewards and assistant stewards. The designated steward will be used by employees in that shop unless that steward is absent from duty or is unable to provide representation due to activity mission requirements or conflict of interest.

SECTION 3. It is agreed that employees in the unit have the right to use official telephones, computer, electronic mail or other means of communication for a reasonable period of time to obtain representation, to discuss the matter of dissatisfaction, and if appropriate, to pursue a grievance.

SECTION 4. The Employer agrees that Union officers and stewards may act on behalf of the Union during duty hours in carrying out such representational functions as are authorized in appropriate regulations, "The Statute", and this Agreement. The Employer agrees, mission requirements permitting, to allow Union representatives to leave their assigned duties for reasonable periods of time, with no loss in pay or benefits, when required to perform authorized representation duties. However, prior to leaving the place of duty for these purposes, the Union representative will:

A. Contact the supervisor of the area he/she proposes to visit and obtain the permission of that supervisor for the visit. If the representative intends to visit an employee, he/she will obtain the permission of that employee's supervisor for the visit.

B. Upon obtaining the proper permission, the Union representative will request approval from his/her own supervisor for the visit. The supervisor will be advised of the following:

1. Reason(s) for the departure.

2. That the permission of the supervisor to be visited or the employee's supervisor to visit the employee has been obtained.

3. The name(s) of any other supervisor(s) to be visited, if known.

4. The expected duration of the absence.

SECTION 5. It is agreed that union officials will be allowed official time as needed to perform representational duties. The Employer agrees to recognize officers and stewards elected or appointed by the Union to represent employees. The Union reserves the right to assign its stewards to ensure adequate coverage. The Union will provide the Employer with an updated roster, in writing, of its officers and shop stewards any time a change occurs. As a minimum the roster will contain names, organizations and telephone numbers. All official time must be requested and approved in advance by the supervisor of the union representative requesting official time using the form at Appendix B. Employees may use the form at Appendix C to notify the Employer of their designation of a representative.

SECTION 6. Union officers and stewards will not be transferred or reassigned from one work area, shift, or workweek to another based upon their association with the union. Any such action should be based upon mission related criteria.

SECTION 7. There shall be no restraint, interference, coercion, or discrimination against union representatives because of their performance of union duties.

SECTION 8. The Employer agrees to consider the geographical location of unit employees when authorizing use of official time for Union officers and stewards in carrying out the responsibilities authorized by this agreement. This time will not be used for conducting internal Union business. In the event of a dispute between a union official and his/her supervisor over the amount of time needed to carry out representation duties, the Union President and the Commander, Headquarters, 99th RRC, or his/her designee, shall resolve the matter.

SECTION 9. Due to the geographical location of some units, it is agreed that the Union President or his/her representative will be allowed up to fifteen (15) work days per fiscal year to travel to and visit work sites. The purpose of these visits will be to review and address working condition issues at these sites. When such a visit is done at the request of management, the Employer will provide travel or travel expenses.

ARTICLE 10

DUES WITHHOLDING

SECTION 1. The Employer shall deduct union dues from the pay of all employees in the unit who voluntarily authorize such deduction in accordance with the provisions set forth herein.

SECTION 2. Union dues (the regular periodic amount required to maintain an employee in good standing with the Union) shall be deducted by the Employer from an employee's pay each payroll period when the following conditions have been met:

A. The employee either is a member in good standing of the Union or has signed up for membership subject to the payment of his/her first payroll dues through voluntary allotment as provided herein;

B. The employee's earnings are regularly sufficient to cover the amount of the allotment;

C. The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the union;

D. The Union, through its authorized official, has completed and signed Section A of such form;

E. Such completed form has been transmitted promptly by the Union through the Civilian Personnel Advisory Center (CPAC) to the Finance and Accounting Office.

SECTION 3. The Union shall supply SF 1187 (Allotment Form), and shall be responsible for the distribution of this form to its members and for completion of section A thereon, including the certification of the current amount of such local Union's regular dues to be deducted each bi-weekly pay period. The Union shall be responsible for educating its members on the program for allotments for payment of dues, its voluntary nature and the use and availability of the required form.

SECTION 4. The amount of the union dues to be deducted each bi-weekly period shall remain as originally certified until a change in the amount of such deductions is certified by an authorized official of the Union and such certification of change is duly transmitted to and received by the appropriate payroll office.

SECTION 5. Changes in the amount of the Union's dues shall not be made more frequently than once in each 12 months.

SECTION 6. An employee's voluntary allotment for payment of his/her Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- A. Loss of exclusive recognition by the Union;
- B. Transfer or promotion of the employee outside of the unit;
- C. Separation of the employee for any reason including death or retirement; or
- D. Receipt by the Employer of notice that the employee has been expelled or has ceased to be a member in good standing in the Union.

SECTION 7. The Union shall promptly notify the Payroll Office in writing when any such member on voluntary allotment is expelled or for any reason above ceases to be a member in good standing. Such notices shall be in duplicate with the original transmitted to the Finance and Accounting Office by the Union which shall retain the original for its records. Such notice must be received by the Payroll Office three workdays prior to the start of the next pay period.

SECTION 8. During the initial year of dues withholding authorized by each employee, revocation of dues withholding by the employee will be effective at the start of the first full pay period after the anniversary date the employee authorized dues withholding. After the first anniversary date, the employee through his/her submission through the CPAC to the payroll office of a properly completed and signed SF 1188, during the period of February 1-28, may also terminate an allotment for the deductions of an employee's union dues. Revocations received will become effective the first full pay period after 1 March. The Employer shall maintain a supply of Standard Form 1188s and make this form available to employees upon their request.

SECTION 9. The union dues withholding agreement is subject to revision at such time as the Union shall deem it appropriate to change the amount of dues to be allotted. In such case, it is agreed that the Union shall provide the Employer upon demand satisfactory evidence that all employee members have received ample and timely notice of such change in the amount of dues.

SECTION 10. An alphabetical list of each employee member of the union on voluntary allotment will be provided to the President of Local R3-112. It is the responsibility of the President to keep the payroll office informed of the address to which this notice shall be provided.

SECTION 11. The union dues withholding agreement shall continue in full force and effect during the life of this Agreement or any extension thereof, provided the Union continues to be the exclusive representative of the employees.

ARTICLE 11

LABOR MANAGEMENT MEETINGS

SECTION 1. The Employer and the Union support the concept of continued open communication between the parties. Toward that end, the parties will attempt to meet at such times as are reasonable and necessary to confer with respect to personnel policies, practices and procedures on matters affecting general working conditions. These meetings may occur on a voluntary basis with either party reserving the right to discontinue such meetings at any time.

SECTION 2. The Employer will pay any costs associated with the scheduling and conducting of aforementioned meetings for all invited attendees.

ARTICLE 12

PARTICIPATION IN WAGE SURVEYS

SECTION 1. Should any representative of the 99th RRC bargaining unit be selected to participate in an area wage survey that employee shall be granted official time to participate.

SECTION 2. Once received by management, the applicable wage schedules for the areas represented by the Union will be furnished the Union and posted for all unit employees.

ARTICLE 13

MATTERS APPROPRIATE FOR NEGOTIATIONS

SECTION 1. The Employer agrees to give the Union the opportunity to negotiate on management-initiated changes in conditions of employment affecting unit employees. Conditions of employment are defined as personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions, except that such term does not include policies, practices, and matters:

A. Relating to political activities prohibited under sub Chapter III of Chapter 73 of "The Statute;"

B. Relating to the classification of any position;

C. To the extent such matters are specifically provided for by Federal Statute; or,

D. Specifically excluded elsewhere in this Agreement.

SECTION 2. Prior to implementing or making changes in personnel policies, practices, or matters affecting working conditions of employees in the unit, the Employer will provide the Union a copy of the proposed new policy or change for review and comment or advise the Union if no written document will be used. The Union shall have fifteen (15) calendar days from the date of delivery of the proposal to request negotiations and up to an additional fifteen (15) calendar days to submit written proposals. If a request to negotiate has not been received from the Union by the Commander, or his/her designee, the Employer may implement the new policy or change. It is understood that this also applies to changes in working conditions implemented by unit supervisors. A listing of Union representatives will be posted on area bulletin boards except for any Safety Awareness boards.

SECTION 3. Should a dispute between the parties occur over the negotiability of a matter, the parties will request a determination be made in accordance with "The Statute" initially by the selected mediator and ultimately by the Federal Labor Relations Authority.

ARTICLE 14

RIGHT TO INFORMATION

SECTION 1. Upon request, the Employer will furnish a copy of or provides a means for the Union to access employee position descriptions and a complete listing of all bargaining unit employees to include grade and title. The Employer will furnish a copy of the monthly Personnel Transactions Report to the union.

SECTION 2. Upon request, the Employer will furnish NAGE/AATU Local R3-112 officials, to the extent not prohibited by law, data:

A. Which is normally maintained by the Employer in the regular course of business;

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

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

SECTION 3. In requesting data, the Union will describe the data requested in sufficient detail to enable the Employer to readily identify the data requested and permit timely response. Such requests will be made in writing.

ARTICLE 15

USE OF OFFICIAL FACILITIES

SECTION 1. Management agrees, upon request of the union, to provide meeting space outside working hours, provided such space is available. The union will comply with all security and housekeeping rules in effect at that time and place. Requests for use of facilities will be made in advance to the facility supervisor and will indicate the date, time and general purpose of the meeting and facilities needed.

SECTION 2. Management agrees to provide private space; access to telephone; and administrative equipment, as available, during duty hours for use by a union representative and by the employee(s) involved, to interview employees in connection with the preparation of grievances and adverse action appeals.

SECTION 3.

A. Management agrees to provide the union president exclusive office space for use by the union to conduct representational duties and to perform other functions prescribed by this agreement. The union agrees that union stewards and/or other employee representatives or officers will not use the office while in a duty status except while on official time.

B. The parties agree that it may become necessary that the union vacate the space. When this happens, the union will be given a 30-day advance written notice. Management will make an effort to locate and offer alternate space should it be necessary for the union to vacate. Failure of management to locate an alternate space will cause the parties to meet and pursue a mutual search for space.

C. Except as mutually agreed by the parties the union shall not lease or sublease, loan or assign use of the space to any other organization, party or individual. In addition, the union agrees to assume liability and hold management harmless from any and all claims arising from the union's use of the office space. The union agrees to abide by all Department of the Army, FORSCOM and local regulations in the use of the office space. In addition, the union agrees not to make any interior structural or cosmetic changes without prior written approval from management.

D. The parties agree and understand that where the union does not comply with the terms and conditions of this section, the office space will be subject to forfeiture.

SECTION 4. The union president will be allowed access to a copier and the union office will be equipped with the following:

- a. Fax
- b. Printer
- c. Telephone
- d. Computer with Internet access

The telephone and computer will be provided with separate telephone lines.

SECTION 5. The union understands that use of government telephones for making toll calls for other than official government business is a violation of federal law.

SECTION 6. The Employer will post a copy of the negotiated agreement on its web page and will reproduce copies of the agreement in sufficient quantities so as each unit of the 99th RRC will receive a copy. One hundred (100) copies will be furnished to the union.

SECTION 7. Management will publish the union president's name, address, email address, phone and fax number along with the union's web page address in the 99th RRC phone directory.

ARTICLE 16

CONTRACTING OF WORK

SECTION 1. In the event that management decides to contract out/outsource any work performed by bargaining unit employees, it shall notify the Union and provide the union with the opportunity to bargain, as allowed under law. Such notification shall normally occur at least 30 days prior to the invitation of bids or requests for proposals to contract out work

SECTION 2. When a study pursuant to OBM Circular A-76 is being initiated by the Employer that concerns work performed by bargaining unit employees, the employer will meet with the Union prior to implementation.

SECTION 3. The Employer shall notify the Union of any site visits for potential bidders seeking contracts for work performed by bargaining unit employees. The notification will include the date, time and location of the site visit. The Union will be afforded an opportunity for a representative to attend such a site visit unless said visit is in conjunction with an A-76 study or involves any situation where bargaining unit employees could be potential bidders for the work itself.

SECTION 4. Upon written request, the Employer will provide the Union with information on its contracting out activities (to include a copy of any completed study of contracting out) that is normally maintained, readily available, and not prohibited by law or regulation.

SECTION 5. Upon request, the Employer will provide a copy of any Statement of Work which has been developed and which deals with work performed by bargaining unit employees.

SECTION 6. The Employer agrees that prior to implementation of a decision to contract out, the Union will be given the opportunity to negotiate regarding the impact and implementation of any decision which adversely impacts bargaining unit employees.

SECTION 7. When employees are adversely affected by a decision to contract out/outsource, management shall make maximum effort to find available positions for employees. This effort shall include but is not limited to the following:

A. Employees will be given priority consideration for available positions within the command; and

B. Paying any associated costs for training and relocation expenses as required by regulation that contributes to placement.

ARTICLE 17

TRAINING

SECTION 1. When a training need is established, the Employer will decide who, when, and where an employee will attend. Scheduling of training is subject to mission requirements, supervisor recommendations, and availability of funds and quotas. Employees will be considered for training consistent with mission requirements, the requirements of their position, their qualifications, work experience and course requirements on an equal basis with other employees.

SECTION 2. Employees should take advantage of training and educational opportunities offered by the Employer. Training and development of employees is part of the personnel management responsibilities of supervisors at all levels.

SECTION 3. Favorable consideration should be given to granting Military Technicians appropriate leave to obtain required or necessary training to advance in their military careers. This is in addition to regular annual training.

SECTION 4. Subject to workload requirements, elected officials and appointed stewards of the Union shall be granted official time to attend a training session sponsored by that organization provided that the subject matter of such training is of mutual concern to the Employer and the Union. Official time for this purpose will cover only such portions of a training session that meet the foregoing criteria and will not exceed four (4) days of official time for any individual within a twelve-month period.

SECTION 5. Both parties will attempt to provide contract training to the maximum extent feasible at the following training assemblies:

- a. Commander's conferences
- b. New Commander's training
- c. Unit Administrator training classes
- d. Supervisor training courses
- e. General assemblies of shop personnel within one-year of the effective date of this agreement.

Whenever such a training session is conducted, the union will be given the opportunity to have a spokesperson present.

ARTICLE 18

TRAVEL

SECTION 1. Travel orders issued to employees will conform to the Joint Travel Regulations.

SECTION 2. Employees will receive travel orders sufficiently in advance to insure that necessary arrangements for obtaining transportation requests and advancements of travel per diem allowances can be made during working hours. In emergency situations employees may be required to travel on verbal orders of the commander and without the opportunity to receive advance travel allowances.

SECTION 3. When choice of modes of travel is made available to the employee by management, the desire of the traveler as to the mode of transportation will be honored. Travel payments, however, may not exceed the total constructive cost of the mode of common carrier that would have been provided by the government, including constructive per diem for travel by that mode. Utilization of quarters during travel will be in accordance with applicable laws and regulations. Employees on temporary duty away from their designated place of duty shall not be required to use government quarters when adequate quarters are not available. Disputes about the adequacy of quarters will be referred to the issuing authority for resolution.

SECTION 4. Employees required to travel during non-duty hours will be compensated in accordance with applicable rules and regulations. All official travel will try to be scheduled during duty hours.

SECTION 5. Travel in the local area will be by government vehicle when available.

SECTION 6. Each employee may be eligible for a government-sponsored, contractor issued travel card, which may only be used to pay for all costs incident to official government travel. Commanders or supervisors may refuse to issue travel cards to employees who have a history of financial irresponsibility. Each employee who is recommended for a travel card must sign a cardholder agreement. The employee is responsible to pay the travel card bill IAW applicable agreements. The Employer may cancel the card and take disciplinary action against an employee for failure to abide by the rules under which the card is issued or for misuse of the card.

SECTION 7. The result of credit checks on the cardholder/applicant will be made available to the employee and the employee's program coordinator and others in the management chain of command with a need to know. DoD and Army policy/guidance emphasizes that cardholder information is confidential in nature and is to be safeguarded by the Program Coordinator and managers/commanders. Failure to properly safeguard this information may result in disciplinary actions.

SECTION 8. Late or deficient payment of charges to Government Travel Cards Vendors will be subject to interest, penalties and even salary offsets (garnishment) if payments are delinquent for more than 90 days.

SECTION 9. The Travel Card is limited to official business and is absolutely not for use for the employee's own personal, non-business related needs. If the travel card is used for personal items not associated with official travel, the cardholder may be subject to disciplinary action.

SECTION 10. Travel between a TDY station and a place where meals are procured, when suitable meals cannot be obtained at the TDY station, is reimbursable unless government transportation is available. Only reasonable and appropriate modes of transportation may be used for claims of such travel expense. A certificate of non-availability of meals must be obtained from the appropriate officer at the TDY station and it must be submitted with the claim for reimbursement. If a government vehicle is authorized, the above mileage may be included in the computation of the "official business" use of that vehicle.

ARTICLE 19

SAFETY, HEALTH AND ENVIRONMENT

SECTION 1. Management agrees to provide a safe and healthful work place for all employees and will comply with applicable federal laws and regulations relating to the safety and health of its employees. All parties are responsible for prompt reporting of observed unsafe conditions. The Employer shall furnish places and conditions of employment that are free of recognized hazards and unhealthful working conditions. The Union will encourage employees to work in a safe manner. Management shall comply with occupational Safety and Health Standards, rules and regulations.

SECTION 2. The Union may designate representatives at all levels on safety councils and committees to represent the interest of the Union and the bargaining unit employees pertaining to Health and Safety issues within the organization. Time spent serving as a union representative during safety and health inspections, as a member of a safety council or committee, investigating accidents, and safety related committee assignments will be considered official time and will be documented using the form at Appendix B.

SECTION 3. The Union will be given the opportunity to observe and provide input into any scheduled workplace inspections which are intended to detect hazards to employee safety and health whether conducted by the Safety Office, shop safety councils, or contract employees acting on behalf of the Command, OSHA and Environmental Protection Agency (EPA) personnel, or other regulatory agencies and bodies. Management will supply a copy of any report dealing with workplace health and safety issues upon their receipt to the Union representative at the site or to the Union President.

SECTION 4. Safety Equipment.

A. The Employer will provide at no cost to the employees Personal Protection Equipment (PPE), as required by appropriate OSHA standards to protect employees from hazardous conditions encountered during the performance of their official duties. Employees will, to the maximum extent possible, receive training on the proper use and care of PPE as per applicable laws, rules, and regulations.

B. Employees required to wear respirators for safety will have the equipment properly tested and fitted before use.

C. The Employer will provide safety glasses for all employees required to wear them. The Employer will bear the cost of supplying prescription safety glasses for all employees required to wear them.

D. The Employer will provide initial and one pair of replacement safety shoes yearly for all individuals who are required to wear them. The Employer may determine that a pair of safety shoes may be replaced more frequently if warranted. The Employer agrees to bear the cost of up to \$125 per pair of safety shoes. The employee agrees to pay for the cost of any amount above this and will not seek reimbursement from the government or Employer if they choose a shoe that costs more than the agreed amount. The employee also agrees that no claim will come against the Employer when the shoes become unserviceable and turned in to the government for disposition.

E. Due to the climatic conditions of some of the facilities, cold weather gear may be issued when working out doors.

F. The Employer agrees not to set a dollar limit on safety shoes for employees who are required to wear a special safety shoe because of size or medical condition. A medical condition will require medical documentation from a doctor or license medical practitioner. Any medical documentation will specify size, fit, and dimensions, but not the style of shoe required. The employee will choose among those options made available to them by the Employer that fit the medical specifications.

G. Due to environmental hazards, the Employer will bear the cost of supplying the employees work coveralls. A management official will determine which employees are exposed to these environmental hazards and the designated employees will be supplied coveralls. The shops will have a service to clean the coveralls. The coveralls will only be worn at the job site and will not be taken home for personal use or cleaning.

H. All Employer provided safety equipment is for inclusive use during duty hours at the workplace. Safety equipment will not be taken home and will remain at the worksite.

I. The Employer and the Union will vigorously encourage employees to comply with all requirements regarding PPE. Management reserves the right to direct employees not conforming to safety standards due to clothing requirements to change into clothing conforming to safety standards. These individuals will be placed in an official leave status (annual leave, Leave Without Pay, or compensatory time) as determined by the supervisor until such time as they are wearing PPE. Misuse of the provisions of this section may result in the initiating of appropriate disciplinary action.

SECTION 5. Reporting, Evaluation and Abatement of Unsafe and Unhealthful Working Conditions.

A. Any employee, group of employees, or representative of employees who believe that an unsafe or unhealthful working condition exists in any workplace has the right to report such condition to the appropriate supervisor, safety officer, or their Union Representative. In the case of immediate threat to life or danger of serious physical harm, the employee shall immediately report the situation to the supervisor or safety officer.

B. Safety personnel and the Union safety representative will evaluate employee reports of unsafe or unhealthful working conditions. The Union will be formally notified of all serious hazards.

C. Employees may use the Operational Hazard Report Form, DA Form 2696, to report alleged hazards. These reports will be processed IAW with regulations. Employees filing such a hazard report may request that their identity not be revealed to anyone other than the officials processing the report.

D. Complaints of unsafe conditions or hazards will be addressed in accordance with applicable laws and regulations.

E. Management agrees to ensure prompt abatement of unsafe and unhealthful working conditions.

F. If there is an emergency situation in an office or shop area, the first concern is for the employees. Should it become necessary to evacuate a building, Management will take precautions to guarantee the safety of employees. Individuals will not be readmitted until it is determined, in conjunction with expert resources that no danger exists to the evacuated personnel. "Expert resources" may include, but are not limited to, local police department, local fire departments, and appropriate health authorities.

G. Any equipment, devices, structures, clothing, supplies, tools, or instruments that are found to be unsafe or unserviceable will be removed from service, locked-out, and/or tagged-out or rendered inoperative, as appropriate.

SECTION 6. Imminent Danger Situations.

A. The term "imminent danger" means any condition or practice in any workplace which is such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures.

B. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. The employee has a right to decline to perform his/her assigned tasks because of a reasonable belief that, under the circumstances, the tasks poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. In these instances, however, the employees must report the situation to his/her supervisor or another supervisor who is immediately available. If the Employer determines that an imminent danger situation does not exist and the employee continues to refuse to perform an assignment, the employee does so at the risk of potentially being disciplined should an imminent danger situation not be found after investigation.

C. If the conditions can be corrected and the corrected condition does not pose an imminent danger, the employee must return to work. If the supervisor cannot correct the condition or does not feel that an imminent danger condition exists, the supervisor shall request an inspection by the Command's Safety Office.

D. A Union representative will be given the opportunity to be present during the inspection by the safety and/or health personnel representative. Refusal to perform an assignment after the safety or health personnel representative have deemed it to be safe, may result in disciplinary action.

E. When Management receives a report that a dangerous, unhealthful or potentially dangerous or unhealthy condition is present at a particular work site, Management shall notify the Safety Office and the Union representative of the alleged dangerous or unhealthy condition.

SECTION 7. No restraint, interference, coercion, discrimination, or reprisal will be directed against an employee for filing a report of an unsafe or unhealthful working condition, for participating in Occupational Safety and Health Program activities or because of the exercise by an employee of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196 or 29 CFR Section 1960.

SECTION 8. Asbestos.

A. If a question arises about asbestos in a building or facility Management will conduct an inspection to determine the existence of asbestos. Qualified inspectors will inspect the facility for asbestos under appropriate EPA guidelines and standards.

B. Management will notify the Union, in writing, prior to initiating procedures for asbestos removal.

C. Where it has been determined that asbestos exists in any location, Management will conduct periodic air sampling by qualified testing personnel.

D. If air sampling indicates that airborne concentrations of asbestos fibers exceeds regulatory levels, exposed employees will be notified in writing of the exposure within five (5) days after discovery of the excessive asbestos concentration.

E. If the airborne asbestos concentration amounts are exceeded, Management will insure abatement of the asbestos hazard. Once significant airborne asbestos particles are detected, Management will conduct sampling at intervals of no greater than three months to monitor employee exposure levels. Once it is reasonably demonstrated that airborne levels of asbestos have been reduced to acceptable levels, management may cease interval sampling and return to random sampling.

F. A Union representative will be permitted to monitor removal procedures.

SECTION 9. Emergency Preparedness.

A. Each shop facility and/or reserve center within the Command shall have an evacuation plan.

B. When training for CPR certification and/or recertification is deemed necessary by the Employer, it will be at no cost to the employee.

C. Management agrees that the first concern when an employee is injured on the job is to make certain that the employee gets prompt emergency medical aid.

D. When the Employer deems it necessary to assist an employee to return home because of illness or incapacitation or provide transportation to a medical facility, Management will arrange for transportation. If a co-worker is required to transport the employee, there will be no charge to leave for the co-worker.

E. Management agrees to maintain adequate first aid supplies at each permanent installation. All employees will have reasonable access to these supplies.

SECTION 10. Computer Terminals.

A. "Computer Terminal" refers to computer terminal, which displays information on a television-like screen.

B. The policy of Management is to provide safe and healthful workplaces for all employees. In keeping with this policy, Management acknowledges that there are certain ergonomics and environmental factors that can contribute to the health and comfort of computer users. These factors involve the proper design of work stations and education of managers, supervisors, and employees about the ergonomic job design and organizational solutions to computer problems as recommended in various studies.

C. Management agrees that employees should be provided information about ergonomic hazards and how to prevent ergonomically related injuries. This information could be provided by Occupational Safety and Health Administration (OSHA) Safety and Health Guidelines and other available literature. Management agrees to provide, to the maximum extent possible, equipment (chairs, tables, workstations, lighting, keyboards, screens, and printers, etc.) which meets ergonomic design criteria.

SECTION 11. Indoor Air Quality. Management shall conform to all laws, guidelines, regulations, and policies issued by federal regulatory agencies such as OSHA, EPA, and GSA.

SECTION 12. Equipment, Machinery, and Furniture.

A. Employees are encouraged to report equipment, machinery, or furniture that causes or has potential to cause injuries such as repetitive motion injuries. Management agrees to investigate such reports expeditiously and to implement appropriate corrective action.

B. Management will, to the maximum extent possible, insure that employees have been oriented to the use of new equipment or machinery and will ensure that this equipment has been inspected before initial use in accordance with applicable laws, rules, and regulations.

C. Only personnel designated by the Agency shall perform maintenance or repairs on moving or operating machinery. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in operation. Personnel shall not be required to perform any maintenance or repair while the machine is in operation where it can be shown that there is a substantial risk of injury.

SECTION 13. Management agrees to compile and maintain records required by the Occupational Safety and Health Act and Department of Defense regulations.

SECTION 14. HAZMAT.

A. Each AMSA, ECS, Sub-shop, and reserve centers will maintain a current list of all hazardous materials in their respective areas and will be required to maintain paper copies of current Material Safety Data Sheets (MSDS) for employees to read before handling any hazardous material.

B. Management will identify each employee using hazardous chemicals in the performance of his/her duties. Management will endeavor to train and retrain employees at least annually on the handling and disposal of each hazardous chemical.

SECTION 15. The Employer will designate an area in each center for use by employees for lunch and rest periods. The Employer will supply suitable drinking water for all employees. If the water in any facility is found unsuitable for consumption the Employer will correct the condition within thirty (30) calendar days.

ARTICLE 20

EMPLOYEE WELLNESS

SECTION 1. Recognizing, minimizing, and coping with stress are essential parts of employee wellness. Employees who feel they are experiencing harmful levels of job related stress may contact the Occupational Health Office in their respective areas.

SECTION 2. When a recognized need for training concerning employee wellness is identified, the Employer may make available training for employees in such areas such as anger management, stress reduction, coping with stress, etc.

ARTICLE 21

SMOKING AND TOBACCO USE POLICY

SECTION 1. Recognizing tobacco's risk to employees' health and well-being, the Employer and the Union mutually support and encourage all efforts by employees to quit tobacco use. The employees are encouraged to participate in tobacco cessation programs offered by local community resources such as the American Cancer Society and American Lung Association. Appropriate types of leave may be used by an employee to attend these programs. Management will normally favorably consider any leave requests for these purposes.

SECTION 2. The Employer agrees to make smoking cessation programs available to all employees. Attempts will be made to provide programs at locations within one hour's driving time of USAR Centers. Employees who desire to attend these programs will request permission to do so through their supervisory channels. If an employee desires but cannot attend a program at the associated location from his/her place of employment because of legitimate conflict, the employee may attend the next available program that does not conflict, and may exceed the one-hour driving time limit. Justification to do so, along with supervisory approval must be provided to the Headquarters, 99th RRC.

SECTION 3. The initial attendance by an employee to participate in a particular program will be without charge to annual leave. Individual travel to and from classes will be at no cost to the government. If possible, employees will participate in programs that are covered by their health insurance. Costs of any approved program not covered by the employee's health insurance will be borne by the Employer.

SECTION 4. The use of all tobacco products (to include smokeless tobacco) is prohibited in all US Army Reserve workplaces. The workplace includes any area inside a building or facility over which the Army Reserve has custody and control where work is performed by military personnel, civilians, or persons under contract to the Army. The use of tobacco products is prohibited in all military and GSA vehicles, vans, buses, and aircraft. Tobacco use is also prohibited wherever it presents a safety hazard. Such prohibited locations include, but are not limited to, firing ranges, ammunition storage and issuance areas, fuel dumps, fuel pumps, storage areas, motor pools, equipment maintenance shops, and tents.

SECTION 5. The Employer will designate tobacco use areas. If possible, these designated outdoor areas will provide a reasonable measure of protection from the elements. Designated smoking areas will be at least 50 feet from common points of ingress/egress and will not be located in areas that are commonly used by nonsmokers and will not be located within the sight of the main entrances to a facility. No shelter will be erected or constructed without the approval of the Employer.

SECTION 6. Smokeless tobacco users are restricted from using their tobacco products within sight of the main entrances of facilities. Smokeless tobacco users shall furnish and maintain their own spittoon device in a manner that is sanitary, non-odoriferous, and generally out of view. Waste cans and bottles shall not be used as spittoons in any situation. All tobacco users are expected to maintain designated areas in a neat, clean, and orderly manner.

SECTION 7. Smokers and smokeless tobacco users will not be allowed additional time beyond routine breaks to be away from their jobs. Employees who use tobacco products will be allowed to visit designated smoking areas during break and meal periods unless their absence would adversely affect safety or the operations of the activity. Employees who repeatedly fail to comply with the provisions of this agreement and/or repeatedly refuse to extinguish smoking materials when asked to do so will be subject to disciplinary action. Supervisors should monitor their workers to insure compliance and may initiate appropriate administrative action if workers are non-compliant.

ARTICLE 22

JOB DESCRIPTIONS

SECTION 1. The Employer will maintain a current job description for each employee and each employee will be given a current job description for the position to which he or she is assigned. An employee can also access a copy of their job description at the following website: <http://cpsfc.belvoir.army.mil/fasclass>
The job description will contain an accurate account of the significant duties of the position. The employer will furnish the Union copies of bargaining unit job descriptions upon request for fulfilling representational duties in the unit.

SECTION 2. Employees will be paid according to wage rates officially established for their authorized grade and step.

SECTION 3. All job descriptions must include the statement "Performs other Duties as Assigned". This statement is included for the purpose of covering unexpected tasks or situations. The supervisor assigns the "additional or extra" duties to the employee. The employee will assume the task regardless of the employee's grade in relation to the task. The task assigned may be either related or unrelated to the work normally assigned. If any of the "other duties" are assigned with such frequency as to become regularly assigned, the employee and supervisor should review the job description.

SECTION 4. When an employee questions the accuracy of his/her job description, every attempt will be made to resolve the question between the employee and his/her supervisor. Where necessary, decisions involving questions will be made by the Commander, 99th RRC, or his/her designated representative, whose decision is final. It is recognized that the question of accuracy of a job description must be resolved before formal job evaluation, complaint, or appeal is filed.

SECTION 5. The Employer agrees that employees will be utilized in work appropriate to their position title and at a level commensurate with their pay except when the Employer finds it necessary to temporarily assign employees to other duties. When it is necessary to assign additional major duties on a continuing basis, the Employer agrees to initiate action or revise the job description.

SECTION 6. An employee has the right to select a representative of their own choosing to assist them in the preparation of any job evaluation complaint or appeal which does not involve a reduction in grade or pay. The complaint or appeal shall be processed in accordance with applicable laws and regulations.

SECTION 7. The Employer agrees to stress with management officials and supervisors at all levels the prohibitions against using their official position to influence employees to render services for the manager's or supervisor's gain either on or off duty.

SECTION 8. Should technological changes be made in the way that management produces, distributes or implements position descriptions, it shall afford the Union notice and the opportunity to bargain in accordance with law.

SECTION 9. The following job description excerpt is provided for informational purposes only. The Employer retains the right to make determinations regarding assignment of work and employees, subject to Impact & Implementation bargaining as appropriate. The job description of every USAR Unit Administrator includes the statements, "Receives general supervision from the Unit Commander or Supervisory Staff Administrator who provides guidance in terms of overall policies, goals and objectives" and "As the day-to-day administrator, acts for the Commander in exercising the functions of the command by accomplishing the Commanders normal duties. Represents the Commander by establishing goals and objectives, and setting priorities for accomplishing overall organizational functions. Directs the work of all full time support personnel. Plans and establishes priorities; assigns, distributes, and reviews work of subordinate unit sections and personnel". Barring any change to the USAR Unit Administrator's job description, all units will strongly consider adhering to this language.

SECTION 10. The Employer will develop and post the rating scheme for all employees.

ARTICLE 23

PERFORMANCE APPRAISAL SYSTEM

SECTION 1. Employee performance counseling and evaluation will be conducted in accordance with Army Regulation 690-400, Chapter 4302 Total Army Performance Evaluation System (http://www.usapa.army.mil/pdffiles/r690_400.pdf) or any subsequent Army-wide system designed to evaluate employee performance.

SECTION 2. Employee performance will be evaluated against established standards. Performance objectives will be consistent with the employee's position description. Supervisors, who write performance elements, standards and ratings on their employees, will comply with applicable regulations.

SECTION 3. Under the Total Army Performance Evaluation System (TAPES), supervisors will conduct required performance counseling with each employee during the rating cycle. During the counseling sessions, the employee and supervisor will discuss the objectives/responsibilities of the job. The performance objectives and responsibilities should be current and derived from the duties of the position. If the employee and supervisor disagree on objectives/responsibilities, the supervisor's decision is final.

SECTION 4. Civilian evaluation reports will be rendered IAW published schedules.

SECTION 5. The supervisor/rater will provide a copy of the completed performance rating to the employee, discuss its contents and the employee's performance, and obtain the employee's signature. The employee's signature does not imply agreement; it merely verifies that the rating has been received and discussed.

SECTION 6.

A. Base System (GS/WS 1-8; All WG; All WL):

(1) The rater will give each employee a one-week advance notice of the scheduled initial counseling date in order that the employee can be better prepared to talk about his/her ideas about job expectations and requirements. The meeting may occur sooner if the employee agrees to do so. The rater will give full consideration to any employee input provided prior to preparation/completion of the required forms.

(2) The rating period for employees covered by the base system will be 1 November - 31 October.

B. Senior System (GS/WS 9-12): The rater will establish the initial counseling date and will give each employee a one-week advance notice. The meeting may occur sooner if the employee agrees to do so. During this meeting if the rater and employee cannot agree on the performance objectives the rater will decide what the final objectives will be. The rater will give full consideration to any proposed individual objectives developed by the employee.

SECTION 7. Mid-point counseling: The Employer will give each employee one-week advance notice of the mid-point counseling session so that the individual can prepare to be an active participant in a productive dialogue. If more than one management representative will attend the counseling session, the Employer will notify the employee via a two-week advance written notice and the employee may have Union representation at the counseling session. The counseling session may occur earlier if the employee agrees to do so.

SECTION 8. All new supervisors of civilian employees will be given appropriate training on TAPES.

SECTION 9. Employees who serve as representatives or officials of labor organizations will be rated solely on the basis of how well they perform the duties and responsibilities of their assigned duty position.

SECTION 10. If, during the appraisal period, the rating official considers an employee's work to be less than satisfactory regarding any performance standard, the official shall discuss perceived deficiencies with the employee, recommend ways to correct them, and conduct informal counseling. During this counseling session the employee will be informed of their level of performance to date by comparison with their documented performance standards and responsibilities/objectives established for their position.

SECTION 11. Performance Based Actions

A. Formal Performance Counseling

(1) When an employee is performing below the successful level, the Employer will promptly initiate efforts to help the employee overcome the deficiencies. The supervisor will counsel the employee concerning the performance deficiencies, specifically identifying areas of performance that need improvement or fail to

meet the performance standard. The supervisor should explain what must be done to improve and suggest ways to make improvements. If counseling does not produce satisfactory improvement, the supervisor will notify the employee that formal measures will be implemented.

(2) Unacceptable performance is defined as performance that fails to meet one or more established performance standards in an employee's assigned position. Unacceptable performance shall be addressed through a written performance improvement plan (PIP) to the employee that contains the following:

(a) Specific instances of unacceptable performance upon which the PIP is based.

(b) Identification of each performance standard in which performance is considered to be unacceptable, and description of those aspects of work that are deficient.

(c) What the employee must do to bring performance to a fully successful level.

(d) Notification that the employee's performance will be reevaluated at the end of the PIP.

(e) Identification of the timeframe in which the employee will be afforded a reasonable opportunity to demonstrate acceptable performance.

(f) An employee may be reduced in grade or removed for unacceptable performance, if performance has not improved to a fully successful level upon completion of the PIP.

B. Notice of Proposed Action. An employee will be given written notice of a proposed reduction in grade or removal based on unacceptable performance at least 30 days prior to the reduction or removal being effected. The employee has a right to representation and will be given the opportunity to respond orally and/or in writing to the proposed action prior to a decision.

C. Notice of Decision. The Employer shall make its final decision within 30 days after expiration of the notice period and inform the employee. In all instances, a written decision will follow-up any verbal communications of the decision and will be issued to the employee with any applicable appeal rights.

SECTION 12. Once an employee has provided a signed declaration of representative form to the Agency, the designated representative has the right to a copy of any document relating to the performance appraisal system and this article, as they relate to the employee. Unless specified otherwise in this article, the employer agrees to furnish all documents to the aforementioned not later than fourteen (14) days following the request.

SECTION 13. An approved copy of all GS and WG employee rating chains will be posted on the unit/shop bulletin boards. A copy will be furnished to the Union Representative when requested.

ARTICLE 24

AWARDS

SECTION 1. The objectives of the Army Incentives Awards Program are to recognize and reward civilian employees for performance and special achievements, individually or in groups, that contribute significantly to efficiency, economy or other improvement of government operations. Awards are governed by Army Regulation 672-20 (http://www.usapa.army.mil/pdffiles/r672_20.pdf) and 99th RRC Pamphlet 672-20.

SECTION 2. Employees should not be informed they have been nominated for an award prior to approval of the nomination by the Awards Committee.

SECTION 3. 99th RRC Incentive Awards Committee.

A. The Union may appoint one member to the 99th RRC Incentive Awards Committee (IAC). During evaluations and voting procedures with respect to nominees for Incentive Awards, the Union representative shall serve as a participating member of the committee. The committee will meet as necessary.

B. All nominations for Incentive Awards will be submitted to this committee. The committee will evaluate the nominations and will make recommendations to the 99th RRC Commander. Supervisors will base nominations for performance awards and quality step increases on the individual employee's performance. The union will be advised of any funding limitations. In making its recommendations the committee will consider merit, availability of funds, and any properly established goals.

C. The committee will maintain a listing showing individuals and types of awards approved. Management will encourage supervisors to utilize incentive awards as a means of recognizing employee achievement.

ARTICLE 25

MERIT PROMOTION

SECTION 1. Promotions will be made in accordance with applicable CFR, OPM, DoD, and DA regulations and the current Fort McCoy Regulation 690-14, Merit Promotion Plan for Army Reserve Technicians except where otherwise specified in this article. Merit promotion announcements and employment opportunities within the 99th RRC will be published/distributed to allow access and visibility to all employees. The use of RESUMIX will be used for candidate evaluation for all positions recruited for as merit promotion actions. All merit promotion announcements and employment opportunities with the Employer will normally be opened for a 14-calendar day period.

SECTION 2. Resumes must be prepared and submitted in accordance with the application procedures in the vacancy announcement and the Job Application Kit.

SECTION 3. Vacancy announcements will contain the position title, pay plan, series, grade, organizational entity, geographical location, conditions of employment, a brief description of duties, and area of consideration for the position to be filled. Qualification standards for any particular job series can be obtained at <http://www.opm.gov/>. Once at the Office of Personnel Management Home Page, click on Site Index, then "Q". From there, select either the Job Qualification System for Trades and Labor Occupations System (for WG jobs) or the Operating Manual: Qualifications Standards for General Schedule Positions.

SECTION 4. The information provided in this section is for informational purposes only and subject to change without notice. A listing of currently open vacancy announcements will be available no later than the opening date, by accessing the Civilian Personnel Online Internet web site: <http://www.cpol.army.mil/va/scripts/public.html>. Copies of announcements are also available at that website. The Fort McCoy Job Line at 608-388-2284 also provides vacancy announcement information.

SECTION 5. It is mutually agreed that position vacancies within the bargaining unit should be filled with the best-qualified applicant with all job related factors being considered in a fair and equitable manner.

SECTION 6. The Employer agrees to down load and post Merit Promotion Announcements on all AMSA and ECS bulletin boards. All

units are encouraged to post vacancy announcements.

SECTION 7. Employees can access a Job Application Kit at <http://www.cpol.army.mil>, click on Employment, then click on Centralized Job Kit, to assist them in preparing and submitting resumes. The Job Application Kit is a guide for completion of a resume for positions filled through RESUMIX. Employees will be authorized up to three hours of official time for use of available government equipment to prepare the initial resume only. Use of this time must be coordinated with their supervisor. No duty time will be granted for preparation of subsequent resumes; however, use of government equipment for utilization during non-duty time will be authorized.

SECTION 8. The Army Civilian Resume Builder is the preferred method for preparing a resume along with a Supplemental Data Sheet. The use of the Army Resume Builder ensures that your resume is developed in a uniform manner and conforms to the proper format for processing. The Army Resume Builder can be accessed through the Army Home Page at <http://cpol.army.mil>, click on Employment, then Resume Builder.

SECTION 9. Employees should use the Army Notification System Web Enabled Response (ANSWER) System to obtain information on the status of their resume, referral preferences, jobs applied for and to view their resume. To access ANSWER, log on to the Army Home Page at <http://cpol.army.mil>, click on Employment, then ANSWER. Log into the system using your user ID, PIN and social security number. Resumes and self-nominations submitted through <http://cpol.army.mil> will receive an on-line confirmation. Resumes and self-nominations sent by email with the word "Resume" or "Self-nomination" in the subject line will trigger an automatic acknowledgement to the sender of the email. The acknowledgement lets the sender know the resume or self-nomination has been received. Employees should be able to track the status of their resume(s) on-line and should refer to the individual job vacancy announcements for specific procedures on how to do so.

SECTION 10. Both parties understand that changes to any of the above on-line procedures could occur in the future and that such changes may be beyond the scope of either party. As such, employees are advised to utilize the procedures outlined above or in the event of a change to these procedures to utilize the modified/revised procedures. In the event of such change, both parties will make every effort to provide timely notification to employees of the modified/revised procedures.

ARTICLE 26

TRANSFER OF FUNCTION/REDUCTION IN FORCE/REORGANIZATION

SECTION 1. A transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area (5 CFR, Part 351.203). A reduction in force is defined as the separation of an employee from his or her competitive level, required by the agency because of lack of work or funds, abolition of position or agency, or cuts in personnel authorizations (The Guide to Processing Personnel Actions, Chapter 35). Reduction in force is covered in 5 U.S.C. chapter 35, subchapter I, and 5 CFR Part 351). A reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization (5 CFR, Part 351.203).

SECTION 2. The Union recognizes the right of the Employer to determine whether or not a transfer of function, reduction in force, or reorganization is necessary. The Employer agrees not to effectuate any transfer of function, reduction in force, or reorganization which could adversely affect the bargaining unit members until it has discharged its obligation under the law to negotiate. The Employer agrees to provide the union complete information regarding any reduction in force, transfer of function, or reorganization that is not prohibited by law.

SECTION 3. Prior to official notification of employees and at the earliest practicable date, the Union will be notified of any pending reduction in force and/or transfer of function affecting bargaining unit employees. The Employer agrees to provide the following information to the Union:

- A. The reason for the RIF or transfer of function.
- B. The approximate numbers, types, and grades of positions involved.
- C. The anticipated effective date of the action.
- D. Additional information requested by the Union will be released by the Employer when available and in accordance with applicable laws and regulations.

Both parties recognize their responsibility to maintain this information on a confidential basis and, when proper, to convey this information accurately to avoid undue anxiety on the part of bargaining unit members.

SECTION 4. The Employer will make reasonable efforts to answer any questions and provide appropriate counseling to any employee affected by a reduction in force or transfer of function in accordance with governing regulations.

SECTION 5. All reductions in force and transfers of function will be carried out in strict compliance with applicable laws and regulations.

SECTION 6. In the event of a reduction in force, unless otherwise negotiated, the Employer will freeze positions within its organization which are in the competitive area(s) in which the RIF could take place and which could be offered to adversely affected employees unless there are compelling reasons to the contrary. Employees outside of the 99th RRC will not normally fill such vacancies on a permanent basis until the reduction in force has been effected. The Employer agrees to utilize such vacancies to the maximum extent practicable to eliminate or minimize the adverse effects of a reduction in force. The parties will establish a cut-off date by which all performance appraisals must be received in order to be considered in determining adjusted service computation dates (SCDs) for RIF purposes.

SECTION 7. When and where available, information on career transition and placement programs, unemployment benefits, and dislocated worker programs will be provided to employees impacted by a RIF.

SECTION 8. The Employer shall provide a written notice to each employee affected by a change to lower grade or separation in a reduction in force normally at least sixty (60) calendar days prior to the effective date. The notice shall give the employee's service computation date, subgroup, the effective date of the action, the competitive area and competitive level, and applicable grievance or appeal rights. Specific notices will be provided as soon as practicable after it is determined that an employee will be affected by a change to lower grade or separation but at least five (5) days in advance of the effective date. When notices are given to employees, an extra copy labeled as a representative copy will be provided to the employee.

SECTION 9. The Union recognizes that the DoD priority placement program is an effective tool in providing continuous employment opportunities for adversely affected employees and agrees to encourage employees to participate when eligible.

SECTION 10. If an employee impacted by RIF elects to take a demotion, the employee must be minimally qualified to perform the duties of the lower graded position unless applicable laws and regulations would allow the Employer to waive such qualifications. Such waivers will be granted to the maximum extent reasonable when offering vacant positions. In such cases, employees will receive training that the Employer determines is required to become proficient in their new position.

SECTION 11. Employees affected by RIF have the right to inspect reduction in force records pertaining to their individual actions insofar as it is permissible under the Privacy Act. Their designated Union representative will be permitted to accompany employees for this purpose at the employee's request.

SECTION 12. After all RIF personnel actions have been completed within the applicable competitive area, every reasonable effort will be made to assist employees scheduled for separation in retaining a position in other competitive areas in the 99th RRC. To this end, first consideration will be given to filling existing vacancies within the 99th RRC with affected employees. Sound and reasonable judgment will be used in the exercise of management discretion.

SECTION 13. The Employer agrees to provide a minimum of 60 days advance written notice prior to the effective date of any transfer of function. The notice will state specifically what action is being taken, the effective date of the action, and what is involved in the acceptance or rejection of the offer of transfer. An employee will be provided with 15 calendar days in which to accept or reject the offer of transfer and to provide any rationale as to why the action should not be effected. If an employee declines the offer of transfer, the Employer will provide a final written decision to the employee prior to effecting any action.

SECTION 14. Employees declining an offer of transfer of function will be given a reasonable amount of administrative leave to search for other employment in the commuting area. In no instances, shall more than 10 days of administrative leave be granted.

ARTICLE 27

DISCIPLINARY/ADVERSE ACTIONS

SECTION 1. Disciplinary actions will be taken for such cause as will promote the efficiency of the service. Disciplinary and adverse actions are covered in Army Regulation 690-700, Chapter 751 (<http://www.cpol.army.mil/permis/home.html>, click Employee Relations, click on Disciplinary Actions, click on Army Regulations Online: AR 690-700, Chapter 751, click on AR 690-700, Chapter 751).

SECTION 2. If the employee is a bargaining unit member, two copies of a proposed disciplinary action, Official Written Reprimand, or decision on a proposed disciplinary action will be provided to the employee with the advice that one copy may be provided to the Union representative.

SECTION 3. The Employer agrees to act with due diligence to investigate alleged employee misconduct and to request any desired disciplinary actions within a timely manner after the completion of the investigation.

SECTION 4. No employee counseling will be made by management in public or in the presence of non-supervisory personnel.

SECTION 5. The employee will be given at least 30-calendar days advance written notice of any proposed adverse action except when there is reasonable cause to believe that the employee is guilty of a crime for which a sentence of imprisonment can be imposed. Except in those instances when there is reasonable cause to believe that the employee is guilty of a crime for which a sentence of imprisonment can be imposed, the employee or his/her union representative will be given at least 14-calendar days to respond orally and/or in writing to the reasons for the proposed action before a decision is issued. The response may include written statements of persons having relevant information.

ARTICLE 28

GRIEVANCE PROCEDURES

SECTION 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. This article establishes the exclusive procedure available to employees and to the parties to this Agreement for resolving all grievances which fall within its scope and which are within the authority of the Employer to resolve.

SECTION 2. The term grievance means any complaint:

A. By any employee concerning any matter relating to the employment of the employee;

B. By the Union concerning any matter relating to the employment of any employee; or

C. By an employee, the Union, or the Employer concerning:

(1) The effect or interpretation or a claim of breach of this agreement; or

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

SECTION 3. The following matters are excluded from the grievance procedure; however, there may be other procedures to resolve these issues:

A. Any claimed violation relating to prohibited political activities.

B. Retirement, life insurance, or health insurance.

C. A suspension or removal for National Security reasons under Section 7532, Title 5 United States Code.

D. Any examination, certification, or appointment. This includes nonselection for promotion from a group of properly ranked and certified candidates on a referral list or certificate of candidates. (Note: The employee retains the right to grieve alleged failure to follow proper procedures in determining qualifications and referral of candidates.) It also includes management's decision to make a promotion competitive or non-competitive.

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

F. Allegations of discrimination or Equal Employment violations.

G. Unacceptable performance matters covered under Section 4303, 5 USC.

H. Matters covered under Section 7512, 5 USC. This concerns actions involving removal, suspensions for more than fourteen (14) days, reductions in grade or pay, and furloughs for thirty (30) days or less.

I. The content or interpretation of published Department of Defense or Department of the Army policies or regulations, provisions of law, or regulations of appropriate authorities outside the Department of Defense.

J. An action terminating a temporary promotion within a maximum period of two years and returning the employee to the position from which he/she was temporarily promoted or reassigned or demoting him/her to a different position that is not at a lower grade or level from which he/she was temporarily promoted. This includes the return of an employee from an initial appointment as a supervisor or manager to a non-supervisory or non-managerial position for failure to satisfactorily complete the probationary period under 5 USC Section 3321(a)(2).

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

L. Separation/termination of temporary employees and employees during the probationary period.

M. The establishment of performance elements, standards, or work objectives. (Note: The employee retains the right to grieve alleged failure to follow proper procedures in the application of the performance appraisal system.)

N. An action terminating a temporary appointment or VRA appointment during the first year.

O. Denial of a within-grade increase.

P. Separations or reductions under RIF or the decision to conduct a RIF.

Q. Any action taken through the Priority Placement Program.

R. Actions taken at the direction of the Office of Personnel Management, the Merit Systems Protection Board, the Federal Labor Relations Authority, or the Equal Employment Opportunity Commission.

S. Any case that involves complaints from employees or other persons outside the bargaining unit covered by this agreement.

SECTION 4. The parties have a mutual interest in resolving grievances at the lowest level in a timely manner and understand that most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Every effort will be made to settle grievances at the lowest possible administrative level of both the Employer and the Union. The lowest administrative level is normally the employee's supervisor and the area steward involved. Inasmuch as dissatisfactions arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on Management or the employee's good standing, performance, or loyalty or desirability to the organization. Employees and supervisors should deal with the issues (not personalities) in question. The Union agrees to discourage employees from initiating grievances that are without merit.

SECTION 5. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance. Failure of the Employer to raise such questions of grievability prior to the Union's invocation of arbitration shall waive the Agency's right to argue such defense at the arbitration hearing.

SECTION 6. Multiple Grievances

A. Multiple grievances or similar grievances arising out of the same or similar circumstances, or raising the same issue, or identical grievances may be joined together for resolution upon the mutual consent of the Union and Employer. The parties may agree to join common issues and circumstances and separate those issues that may need to be considered individually. If agreement cannot be reached by the Union and the Employer, all cases will be processed individually. If an employee elects not to participate in the joint grievance, the employee's grievance will be handled separately. However, the employee will not be able to participate in any settlement reached in the joint grievance.

B. Before a settlement is reached, the Union will obtain a signed agreement that an employee will or will not participate. Each employee will be given a notice by the Union of the option to participate in the settlement. The employee who elects not to participate shall have 15 days to file a separate grievance from the date set forth in the notice. All participating grievants agree to be bound by any settlement reached. If a grievant refuses to participate in any settlement or withdraws from participation in a joint grievance, such action will release the Union from its obligation to represent the employee further. All employees who have joined together shall be informed as to the progress of the grievance by the Union. No more than one steward will be allowed to represent a group of employees at any given meeting during the pursuit of this type of grievance.

SECTION 7. Declaration of Nongrievable or Nonarbitrable Issues

A. A grievance may be declared to be nongrievable or nonarbitrable for one of the following reasons:

(1) The relief sought specified by the grievant is or has been granted.

(2) The grievance is precluded under the exclusions listed in Section 3 above.

(3) The employee failed to provide the required information under this procedure.

(4) The relief request is not personal in nature.

(5) Failure of the grievant or the grievant's representative to observe the specified time limits.

B. Any declaration of nongrievability or nonarbitrability shall be served, in writing, on all parties. The declaration shall specifically identify the grievance and the reasons for the declaration. The arbitrator will hear and decide the arbitrability issue prior to hearing the merits of the case.

SECTION 8. GRIEVANCE STEPS

A. FIRST STEP GRIEVANCE (INFORMAL): Any grievance except as provided for in parts E, F, G, or H of this section can or shall be taken up orally with the immediate supervisor or his designee by the concerned employee or Union Representative in an attempt to settle the matter. A grievance shall normally be presented within 14 calendar days from the date of the incident or from the date the employee or the Union becomes aware of it. The immediate Supervisor will reply to the aggrieved person in writing within 14 calendar days.

B. SECOND STEP GRIEVANCE: If the matter is not satisfactorily settled following the initial discussion, the employee and/or their Union representative may, within 14 calendar days of the Step 1 response, or the date the response may be due by agreement, submit the matter in writing to the Employer. The written grievance shall be submitted to the second level supervisor and shall contain the details of the complaint, the date the incident occurred, applicable provisions of this Agreement which are relevant to the grievance, the date of receipt of the informal decision and the corrective action, personal to the grievant, desired. A statement of matters unresolved by the supervisor's decision and any additional pertinent information shall be added, along with a written designation of the grievant's representative, if any. The second level supervisor will meet either personally or telephonically with the Union Representative and the aggrieved employee(s) within 14 calendar days after receipt of the grievance to review the facts and attempt to settle the matter. The second level supervisor shall provide an answer in writing within 14 calendar days of the meeting and identify the next level of management for further forwarding of the grievance should the employee/union find the step 2 decision unacceptable.

C. THIRD STEP GRIEVANCE: If the grievance is not settled at Step 2, the Union representative or aggrieved employee(s) may within 14 calendar days, forward the grievance to the next level of management within the 99th RRC. A meeting at this step is optional and may be conducted telephonically. The third step grievance official will review the grievance and give his written answer within twenty-one (21) calendar days.

D. FOURTH STEP (OPTIONAL): If the grievance is not settled at the third step, the aggrieved employee has the option of utilizing a fourth step. However, in invoking this fourth step of the grievance procedure, the union and the grieving employee waive their right to elevate a grievance to either mediation and/or arbitration. Grievances at the 4th step will be heard by the CXO. An aggrieved employee utilizing this step has 14 calendar days from receipt of the third step decision to forward the grievance to the CXO. The CXO will have 30 calendar days to provide his written answer to the employee. The CXO's decision will be final and not subject to further review.

E. Grievances which result from disciplinary or adverse actions must be initiated at the supervisory level which is immediately above the official issuing the action within 14 calendar days of the employee's receipt of the decision. This will normally involve submission directly to the second or third step of the grievance process depending upon the severity of the action.

F. Grievances which involve employees of more than one immediate supervisor and Union grievances over interpretations and/or application of law, rule, regulation, or this agreement which affect employees of more than one immediate supervisor, may be submitted by the Union directly to the second or third step of the grievance procedure, as may be appropriate.

G. In addition to the above, other grievances, when the Union and the Employer agree it to be practical may be brought initially by the Union at the second or third step of this Article. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

H. Any grievance directed against a supervisory or management official above the first level supervisor will be initiated at Step 2 of this Article with the supervisor directly above the individual whom the grievance is against. In no circumstances will a grievance submitted under this section proceed beyond the CXO of the 99th RRC.

I. If the aggrieved employee(s) is not satisfied with the third step decision (and has not utilized the optional fourth step), the employee(s) may request the Union to serve written notice to the Employer that it desires to submit the grievance to mediation (in accordance with Article 29 of this Agreement) or directly to arbitration (in accordance with Article 30 of this Agreement). However, the mediation process will only be utilized if both parties are mutually agreeable to participating in the process. If either party objects, mediation will not be utilized and either party may decide to invoke arbitration. A request for submission to mediation or arbitration must be submitted within 14 calendar days of receipt of the third step grievance decision.

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

SECTION 9. Time Limits

A. Time limits shall be calculated as follows:

(1) The day of an action or event or the receipt of document is not counted.

(2) The last day of the time limit is counted unless it is a Saturday, Sunday, or legal holiday. In those cases, the time limit expires at the end of the next regularly scheduled workday.

(3) All time limits are counted in consecutive calendar days.

B. Failure of the party receiving the grievance to observe time limits shall allow the grievant to proceed to the next step.

C. Failure of the grievant or the Union to observe the specified time limits shall be a basis for termination of the grievance by the Employer.

D. The time limits at any step of the grievance procedure may be extended by mutual consent, in writing, by the grievant or grievant's representative and management's representative.

SECTION 10. At a minimum, the following will be included in the written grievance:

A. Name and duty location of the grievant;

B. A statement of the grievance;

C. A statement of the remedial action or relief sought;

D. When applicable, the date of Step 1 discussion and the names of the immediate superior involved; and

E. The signature of the individual filing the grievance.

Employees may use the form at Appendix D when filing a grievance.

SECTION 11. By mutual agreement of both parties, any of the parameters outlined in the sections above may be modified.

ARTICLE 29

MEDIATION

SECTION 1. The mediation process involves the use of a mediator who will attempt to help the parties settle the issue in a mutually satisfactory way. Mediation is an informal fact-finding process. Rules of evidence and examination of witnesses will not be used. All participants will be encouraged to offer information freely, as no record of the proceedings will be made.

SECTION 2. Any grievance not satisfactorily settled upon the conclusion of the formal grievance review process of the negotiated grievance procedure may be submitted to mediation. A request for mediation must be submitted to the other party within fourteen (14) calendar days of the final decision in the grievance review process. The parties will meet within fourteen (14) calendar days to agree upon a mediator.

SECTION 3. The Union reserves the right to determine which employee-initiated grievance(s) may be referred for mediation.

SECTION 4. If a mutually satisfactory settlement is not reached through this process, either party may request the mediator to provide an opinion as to how the mediator thinks the grievance may be decided by an arbitrator.

SECTION 5. All fees and expenses of the mediator shall be shared equally by the Employer and the Union. Mediation hearings shall be held during the regular day shift hours of the basic workweek (Monday through Friday) in facilities provided by the Employer. The mediator's fees, per diem, or travel expense will not exceed those amounts authorized by applicable regulations.

SECTION 6. The Employer and Union may agree upon a mediator supplied by another agency or may use one assigned by the Federal Mediation and Conciliation Service (FMCS). Both parties agree that their first attempt will be to obtain a mediator from within the Department of the Army or from another organization whereby the mediator can be obtained without cost to either party.

SECTION 7. If mediation is unsuccessful in resolving the problem, either party may request the matter be submitted to arbitration within fourteen (14) calendar days of the opinion being rendered by the mediator.

ARTICLE 30

ARBITRATION

SECTION 1. If the parties fail to satisfactorily resolve a grievance and mediation is not pursued, either party may invoke binding arbitration by informing the other, in writing within fourteen (14) calendar days after receipt of a final decision, pursuant to the Grievance Article. If mediation has been pursued unsuccessfully either party may invoke binding arbitration within fourteen (14) calendar days after the conclusion of mediation. If arbitration is invoked, the party invoking arbitration will serve a copy of the referral simultaneously to the other party. The parties may extend these time limitations by mutual agreement.

SECTION 2. Within 14 calendar days after arbitration has been invoked, either party may request that the Federal Mediation and Conciliation Service (FMCS) provide a list of seven impartial persons qualified to act as arbitrators. Representatives of the parties should meet within ten (10) calendar days of receipt of the list of arbitrators to select one to hear the grievance (unless an extension is mutually agreed upon). Each side will strike one name from the list in turn. The name remaining after each side has struck three, shall hear the grievance. The party invoking arbitration shall make the first strike. After an arbitrator has been selected, the parties should submit the name to the FMCS within seven (7) calendar days. When the selected arbitrator notifies the parties of his/her availability to conduct the hearing, the parties should meet within seven (7) calendar days to reach agreement on the hearing date. The arbitrator should be promptly notified of the date.

SECTION 3. If one party invites the other party to jointly request a list of arbitrators and no response is received or the other party refuses to participate, the inviting party will have an additional six (6) calendar days to unilaterally request a list of arbitrators. The party shall serve such request upon the opposing party within three (3) calendar days. If after receipt of the list, a party refuses to participate in the selection of an arbitrator, the opposing party may unilaterally select an arbitrator from the list within fourteen (14) calendar days of receipt. The party shall serve such request upon the opposing party within three (3) calendar days.

SECTION 4. In the event that neither party takes action within six (6) months from the day of invocation of arbitration, the grievance will be considered terminated.

SECTION 5. At least ten (10) calendar days prior to the arbitration hearing the parties will exchange their witness lists and inform the other party as to whom their representative will be. These lists will ordinarily not be amended except in the event of unforeseen circumstances such as sudden unavailability of a witness or the identification of the other witnesses found to have additional vital information. The parties agree that only the minimum number of relevant witnesses who have direct knowledge of the circumstances and factors bearing on the case will be called.

SECTION 6. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

SECTION 7. All fees, including docketing fees and the cost of the arbitrator and his/her expenses will be borne equally by the parties. The arbitrator's fees, per diem, or travel expense will not exceed those amounts authorized by applicable regulations. Costs of witnesses from outside of the 99th RRC shall be borne by the party requesting the appearance of said witnesses. Arbitration hearings shall be held during regular duty shift hours of the basic workweek in facilities provided by the Employer. Transcripts of arbitration proceedings are not required. The full cost of transcription service will be borne by the party requesting a transcript. If both parties desire a transcript, the cost will be shared equally.

SECTION 8. The arbitrator shall not have the authority to change, alter, amend, modify, add to, or delete from this Agreement. Such right is the sole prerogative of the contracting parties. The arbitrator is authorized only to apply the existing provisions of this Agreement to the specific issues involved and to interpret only applicable provisions of this Agreement. The Arbitrators' award must be fully consistent with all applicable laws and regulations and this Agreement. The arbitrator will render his/her decision on each case based upon its merit. Any dispute over the application or interpretation of an arbitrator's award shall be returned to the arbitrator for settlement.

SECTION 9. The arbitrator will be asked to rule first on any questions concerning grievability/arbitratability.

SECTION 10. In matters where both parties stipulate the issue(s) in dispute as well as the precipitating facts, a brief in support of each party's position may, by mutual agreement, be submitted to the arbitrator for a decision on the record in lieu of an evidentiary hearing. Simultaneous service of briefs of each party will be accomplished by the arbitrator.

SECTION 11. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than forty-five (45) days after the conclusion of the hearing unless the parties mutually agree to extend the time limits.

SECTION 11. The arbitrator's award (finding) shall be final and binding on the parties. However, either party may file an exception to the arbitrator's decision with the Federal Labor Relations Authority under the regulations prescribed by the Authority. In the event an arbitrator's decision is appealed by either party to the Authority, the decision shall be stayed or delayed until final ruling of the Authority is received.

SECTION 12. In the event a grievance is settled prior to the hearing date, the issue will be withdrawn from arbitration by the party who initially requested arbitration. However, any fees due will be borne equally by both parties.

SECTION 13. Except as deemed appropriate by the arbitrator, issues or complaints which have not been raised by either party during the grievance procedure will not be raised by either party or considered by the arbitrator during arbitration proceedings.

SECTION 14. Whenever an employee is entitled to receive back pay resulting from the final determination of an arbitrator's award or settlement by the parties, such pay will be provided to the employee within thirty (30) calendar days of the final determination of the award or effective date of any written settlement agreement. In the event that the Employer fails to timely pay the employee, interest shall accrue in accordance with governing rules and regulations. The arbitrator's decision shall conform to the provisions of the Back Pay Act, 5 U.S.C. Section 5596, where applicable.

SECTION 15. Within thirty (30) calendar days of compliance with the arbitrator's decision, either party being required to comply with any part of that decision will provide the other party with copies of appropriate documents to demonstrate compliance has been accomplished.

SECTION 16. Arbitration hearings will be held at the facility where the grievance was filed or at 99th RRC facilities, where mutually agreed upon, during regular day shift hours of the basic workweek.

ARTICLE 31

HOURS OF WORK

SECTION 1. The basic workweek shall normally consist of five consecutive (Monday through Friday) eight hour (0800-1630) days which will include a thirty (30) minute lunch period. The supervisor may authorize an extended lunch period of up to one (1) hour provided that the hours of work are adjusted accordingly. A rest period of 15 minutes during each four (4) hours of continuous work will normally be provided. Rest periods will not be used to extend the lunch period nor utilized in order for the employee to begin work late or to leave early. If the mission requires an employee to work during part or all of his/her rest period, every effort will be made to allow the employee an alternate break period. Employees that are permitted by their supervisors to consume refreshments during the process of work shall be considered as having adequate time for rest and refreshments and will not be given a formal break.

SECTION 2. Employees may request through their supervisors to work an alternate work schedule. Any alternate work schedule must ensure five (5) day per week mission coverage and that any schedule will not adversely impact on mission accomplishment. The Headquarters, 99th RRC will make a decision to either approve or disapprove all requests at least six weeks prior to implementation. Alternate work schedules consist of two distinct types: compressed and flexible. The following guidance will apply when considering requests for either type of alternate work schedule.

a. Compressed 4/10 work schedule: Consists of a 4-day workweek of 10 hours per day. This work schedule is limited to AMSA/ECS personnel only.

b. Compressed 5/4/9 work schedule: This schedule allows an employee to work eight 9-hour days, one 8-hour day, and have one day off every pay period. The day off will remain fixed.

c. Flextime: Consists of an employee working a 5-day workweek with the start and end time of the workday being flexed. The workday may begin as early as 0700 and may end as late as 1800. The employee must be present during the core hours of 0900 to 1100 and 1300 to 1500 each day. Once initially determined, starting and ending times for each day of the week will remain fixed.

An employee may request to work either a flexible or compressed work schedule, but cannot work some combination of both.

SECTION 3. Alternate work schedules will remain in effect until the employee requests a change or the supervisor directs a change. Changes will not occur more than once every six months unless mission needs would necessitate a change. When employees do not request alternate work schedules, they will work the basic workweek.

SECTION 4. Any changes to a permanently established workweek will require a four-week written notice to the employee and the Union. Temporary changes to a work schedule for requiring performance of duty in conjunction with a drill weekend are covered in Section 7 of Article 6.

SECTION 5. Lunch periods during which the employee is entirely free of duty may not be considered duty time and must be scheduled outside the hours established for the daily tours of duty. Lunch periods may be used in conjunction with the allowed physical fitness training. If the mission requires an employee to work during a part or all of his lunch period, management will make every reasonable effort to ensure that the employee is granted his lunch period in full as soon as the work is completed. All offices will be manned during the lunch period except for those units/offices/sections where only one full-time person is assigned.

SECTION 6. Daily attendance will be annotated on the 99th RRC Form 1006-R (Appendix E) and then transferred to the civilian time card. When appropriate, copies of the following documents will be filed with the time and attendance record: DA Form 31, DA Form 71, certified AT/ADT orders, doctor's statements/sick slips, DA Form 5172-R (Request, Authorization and Report of Overtime), etc.

SECTION 7. Employees in a line of work requiring clean-up time before lunch and prior to the end of the workday will be allowed adequate clean-up time. Such time will be used to secure government property and equipment in their possession, cleaning and straightening up the work area, and personal hygiene.

ARTICLE 32

PHYSICAL FITNESS TRAINING

SECTION 1. Employees who are dual status and in a military technician position are authorized to conduct physical training (PT) using up to three (3) hours of time per week. Employee participation in this program is voluntary.

SECTION 2. Employee(s) participating in the program have the option to extend their lunch period. Personnel that are away from the facility (e.g. Supply runs, annual leave, etc.) will not participate in the program that day.

SECTION 3. Employee(s) wishing to participate at the beginning of the shift must first report to work. Those wishing to participate at the end of shift must return to the facility before departing for home.

SECTION 4. Physical training times that are missed will not be rescheduled.

SECTION 5. Physical fitness activities must be directly related to training required to pass the Army Physical Fitness Test (APFT). Organized sports are not authorized during this time. Activities such as baseball, basketball, volleyball, soccer, racquetball, and other similar activities are considered organized sports. As a minimum, individuals will perform the required APFT events: push-ups, sit-ups, and the two-mile run. Supervisors must have specific procedures and/or programs to ensure that physical fitness training time is used for the intended purpose.

SECTION 6. The exercise activity will be on-site so that management may revoke or suspend the physical activity in case of mission requirements. Management retains the right to assign work and may make changes in the physical training due to training, exercises, inspections, or other mission needs. Supervisors will schedule physical training in such a way so as to minimize the impact on mission accomplishment. The mission comes first. This policy does not require that all personnel undergo physical training on the same days and/or hours. If facilities are not available for physical training to occur on-site, the Employer can authorize an alternate site on a case-by-case basis.

SECTION 7. A doctor's release to exercise should be obtained when the supervisor has reason to question the employee's fitness to perform physical training. Any costs related to the doctor's release are the responsibility of the Military Technician (MT). Employees should promptly report any medical restrictions that may affect their participation in physical training to their supervisor. Employees with medical restrictions are precluded from engaging in physical activities that violate restrictions to include activities that a reasonable person would view as possessing the potential to aggravate preexisting conditions.

SECTION 8. Employee(s) will coordinate with their supervisor to determine the time, place, and days of participation in order to minimize mission impact. Employee(s) who participate will sign out and in.

SECTION 9. The employee's supervisor has the authority to revoke, at any time, the privilege to participate in the program when a pattern of abuse is identified and not promptly corrected. In addition, the employee's supervisor may temporarily suspend an employee's PT in the event that the unit's mission and the PT program are in conflict. This includes, but is not limited to when a section of the shop or the entire shop reaches a backlog per USARC regulation 750-1 dated 1 August 2000 for a period of four (4) consecutive weeks. In instances where the supervisor revokes an employee's physical training privileges for a first offense, the revocation will be for 30 days. Any subsequent abuse will result in permanent revocation.

SECTION 10. Physical training privileges, or the loss thereof, for reasons unrelated to the physical training program will not be used as either a form of reward or punishment.

ARTICLE 33

OVERTIME/COMPENSATORY TIME

SECTION 1. Employees shall receive overtime compensation IAW applicable laws and regulations. Under the Fair Labor Standards Act (FLSA), the Employer cannot allow or permit non-exempt employees to work outside their normal duty hours without appropriate compensation. Per the FLSA, an employee cannot work any hours in excess of their normal work schedule without monetary overtime compensation or the granting of compensatory time. The agency shall pay overtime compensation (or compensatory time at the employee's request or with their concurrence) to any employee that works hours in excess of 8 hours per day or 40 hours per week for an employee on a regular work schedule. Overtime/compensatory time for an employee on a compressed work schedule (CWS) is defined as hours performed in excess of the CWS hours.

SECTION 2. Employees who are given an adjusted work schedule may be eligible to receive night differential for duty performed after 1800 hours and premium pay for Sunday work.

SECTION 3. A non-exempt employee cannot knowingly be allowed to work through his/her lunch period, stay an extra hour or two beyond their normal duty day, or work an evening in order to prepare for an upcoming drill weekend without compensation. If the supervisor/chain of command is aware that a non-exempt employee is performing work beyond their normal duty hours and allows them to do so (even if not requiring the extra work), the employee will be entitled to overtime compensation, or voluntary compensatory time. Steps must be taken to ensure that the employees do not perform such work without provision for appropriate compensation.

SECTION 4. An employee may request to perform duty in a compensatory time status. If a non-exempt employee voluntarily works beyond their regularly scheduled workday, comp-time may be granted; any request by an employee to perform duty in a comp-time status will be documented in writing.

SECTION 5. The decision as to whether overtime is required is an acknowledged function of the Employer. As far as practicable, overtime shall be equitably distributed among qualified volunteers within the same job classification within the work group. As a general rule, first consideration for overtime shall be given to those volunteers who are currently assigned to the job. Second consideration will be given to other volunteers qualified to do the job. If no volunteers are obtained, management will determine who will be assigned to perform the work. The Employer may give consideration to relieving an employee from a requirement to work overtime upon receipt of a valid reason from the employee and provided other qualified employees can meet the requirement. Overtime work shall not be assigned as a reward or penalty to employees.

SECTION 6. The Employer will notify those employees who are needed to work overtime assignments as soon as the Employer is aware of the requirement and, if possible, at least one day before the overtime is scheduled. The Union recognizes that there will occasionally be situations in which little or no advance notice can be given.

SECTION 7. Suitable records of overtime worked will be maintained by the Employer, and such records will be provided to the Union, upon request, to aid in resolving specific complaints concerning overtime distribution.

SECTION 8. Overtime or compensatory time may be recorded on the employee's time card in increments as small as 15 minutes.

SECTION 9. Any employee required to attend scheduled unit meetings after normal working hours or on a weekend will either alter their work schedule to attend or will be paid overtime or compensatory time as appropriate for their time at the meeting(s).

ARTICLE 34

CALL BACKS

SECTION 1. Irregular or occasional overtime work performed by an employee on a day on which work was not scheduled for that employee or for which the employee is required to return to their place of employment is deemed at least two (2) hours in duration for the purpose of determining whether the employee may be entitled to overtime pay or compensatory time.

SECTION 2. Records of call backs will be maintained and be subject to review by a union official upon written request. Call backs will be done in a fair and equitable distribution to all qualified employees.

ARTICLE 35

DETAILS AND TEMPORARY PROMOTIONS

SECTION 1. In order to meet certain operating needs, the Employer may find it necessary to detail (assign) an employee to another position temporarily. A detail is the temporary assignment of an employee to another position or set of duties (may be unclassified) for a specified period of time with the employee returning to his regular duties at the end of the detail. Technically a position is not filled by a detail as the employee continues to be the incumbent of the position from which detailed. Details shall be handled IAW law and regulation.

SECTION 2. The supervisor should inform the employee being detailed with the reason for the detail, length of detail, and the primary duties to which he is being detailed. Normally, the detailed employee should be given the current job description, if available. If not available, the supervisor should provide a list of duties to be performed.

SECTION 3. Details for 30 days or less are considered informal and may be made orally. No official personnel action is executed for details of 30 calendar days or less.

SECTION 4. Details may be made in 120-day increments for up to two (2) years. Details of more than 120 calendar days to a higher graded position or a position with known promotion potential will be accomplished under competitive procedures. Whenever possible, details to higher-graded positions or positions with known promotion potential will be rotated in 120-day increments among equally qualified and available co-located personnel.

SECTION 5. Details will be kept to the shortest period necessary to accomplish the intended mission.

SECTION 6. Temporary promotions rather than details are encouraged when the employee is fully qualified for promotion and the assignment is expected to continue for more than 30 days, but less than 120 days. Temporary promotions not to exceed 120 days may be made non-competitively. Temporary promotions expected to last longer than 120 days, or extensions beyond 120 days, will be made on a competitive basis.

ARTICLE 36

ANNUAL LEAVE

SECTION 1. Annual leave is provided and used for two general purposes which are: (1) to allow every employee an annual vacation period of extended leave for rest and recreation, and (2) to provide periods of time off for personal or emergency purposes. It is agreed that annual leave is a benefit provided by law and all employees are entitled to use such annual leave after approval by the Employer as is necessary to prevent forfeiture at the end of the leave year. Annual leave may be requested in fifteen (15) minute increments.

SECTION 2. Requests for planned vacation periods in excess of forty (40) hours should be submitted in writing as early as possible, but in any event not less than (45) days in advance of the planned vacation. The Employer shall approve or disapprove such requests as early as possible but in any event not less than fourteen (14) calendar days prior to the date the leave is to start except in emergency situations. Individual requests for annual leave for vacation purposes will be honored to the extent possible, insofar as workload and manpower requirements permit. When conflicts in scheduling vacation periods occur between employees, and the conflict cannot be resolved by mutual agreement, the employee with the longest service as determined by Service Computation Date will be entitled to the requested leave. Employees may exercise such entitlement for no more than one vacation period each calendar year. It is agreed that employees have a responsibility to request annual leave sufficiently in advance to avoid forfeiture of excess annual leave.

SECTION 3. Denial of use of annual leave or rescinding of leave already granted must be based on factors which are mission related and do not unfairly discriminate against any employee or group of employees. In such event, the employee will be promptly notified in writing. Requests for leave of forty (40) hours or less may be submitted at any time in advance of the requested leave and will be approved or disapproved on an individual basis.

SECTION 4. Advanced annual leave may be granted to the extent that leave will accrue to the employee during the current leave year in accordance with appropriate rules and regulations.

SECTION 5. Employees requesting annual leave for bona fide personal emergencies will notify their supervisor or the supervisor's designee at the onset of the emergency, but no later than two (2) hours after the beginning of the workday. Employees should not assume that merely reporting their absence to someone will result in approval. Approval of leave is not automatic upon notification, but is contingent upon the employee's justification for the absence. The supervisor reserves the right to disapprove a request for emergency leave and may place the employee in a LWOP or AWOL status. This status may be corrected to approved leave if the employee provides acceptable justification for the absence upon return to duty. Approved leave may be charged to either annual, sick, family leave, etc., as appropriate. Retroactive approval may be given when the case warrants it.

SECTION 6. Supervisors **may** excuse tardiness of less than one (1) hour for acceptable reasons. If the tardiness is not excused the employee may request to make up the time at the end of the work day or to request annual leave or leave without pay. Management reserves the right to either charge AWOL for such tardiness or to approve the employee's request. Repetitive tardiness may be a basis for disciplinary action.

ARTICLE 37

SICK LEAVE

SECTION 1. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so that it will be available to them in case of an extended illness and to use sick leave wisely and properly. Employees shall earn and be granted sick leave in accordance with applicable laws and regulations. The Union agrees to instill in employees an understanding and appreciation of the need to use sick leave only to cover absences when incapacitated for the performance of duty by illness or injury and the benefit and value that accrue to employees who, through the accumulation of large amounts of sick leave, are protected against financial hardships resulting from long term illnesses. Sick leave may be requested in fifteen (15) minute increments.

SECTION 2. Sick leave will be granted to employees when they are incapacitated for performance of their duties by illness or injury, including sickness associated with pregnancy. Employees requesting emergency or unplanned sick leave will notify their supervisors (or the supervisor's designee) by telephone as early as practicable but no later than two (2) hours after the beginning of the employee's work shift on the first day of the absence. The employee is required to call in every day thereafter within the first two hours of the beginning of the scheduled work shift unless it is known and approved by the supervisor in advance that the absence will last longer than one day.

SECTION 3. Sick leave, as necessary, shall be granted to the extent due and accrued for medical, dental, or optical examinations or treatment. Sick leave requests for these purposes shall be submitted for approval in advance, when possible, with the minimum amounts of leave requested. The employee shall advise the supervisor with as much advance notice as possible. Employees shall make every effort to schedule appointments for times other than working hours.

SECTION 4. Employees shall not be required to furnish a medical certificate to substantiate requests for approval of sick leave unless such leave exceeds three consecutive workdays. If acceptable to the supervisor, a signed statement may be substituted for medical certification. If the employer has reason to believe that an employee is abusing sick leave, a medical certificate may be required to substantiate absences of any duration. The attendance record of the employee will be reviewed and the employee will be counseled that because of his/her questionable leave record that a medical certificate may be required for each subsequent absence on sick leave. This counseling may occur prior to or in conjunction with the issuance of a leave restriction letter. Notices of suspected leave abuse and restriction will remain in effect for a period of six months. At the end of the six month period, the supervisor will either notify the employee that medical documentation is no longer required or will inform the employee that such restrictions will be continued and the length of time for which the renewed restrictions will remain in effect. If the restrictions are to be continued, this notification will be in writing and will include the reasons therefore.

SECTION 5. In cases where the employee has been identified as an abuser of sick leave under the provisions of this article, notification by the employee of their inability to report for work must be made personally by the employee. Exceptions must be fully documented and will only be considered in those cases where the employee is prevented from calling by incapacitation.

SECTION 6. Sick leave may be advanced to career and career conditional employees not to exceed thirty (30) days in cases of serious illness or disability in accordance with applicable rules and regulations.

SECTION 7. Employees who require medical examinations or treatments in connection with a job incurred or job related illness or injury authorized by the Office of Workmen's Compensation will be authorized continuation of pay, workmen's compensation, or leave consistent with current policies and regulations.

SECTION 8. Supervisors and Leaders will keep sick leave information and requests for sick leave private and not furnish that information to other employees.

ARTICLE 38

MILITARY LEAVE

SECTION 1. All full time permanent, regular part-time, term appointments, and temporary civilian employees of more than one year, are entitled to military leave.

SECTION 2. Military leave is accrued at the rate of 120 hours per fiscal year. Any unused portion of military leave, not to exceed 120 hours, will be carried over to the next fiscal year. Part-time employees accrue military leave on a prorated basis. Military leave is charged in hourly increments. Annual leave, compensatory time, and/or leave without pay can be used in conjunction with military leave.

SECTION 3. Certain employees may be entitled to additional days of military leave under 5 U.S.C. 6323(b) and 5 U.S.C. 6323(d).

SECTION 4. Military leave is absence from duty in the employee's civilian position without loss of pay to perform military duty. Eligible employees, upon request, will be granted military leave. Employees who have military obligations shall provide to their supervisors a copy of the unit-training calendar, the dates of annual training, and other military duty when known. Conflicts in schedules shall be resolved through coordination between the civilian supervisor and the military commander. A copy of the orders when practicable must accompany requests. Upon return to civilian duty, the employee will provide the supervisor official evidence of the performance of military duty which must be forwarded with the employee's time card. If verification is not received within two pay periods after the military duty is completed, the employee will be charged annual leave, compensatory time, leave without pay, or AWOL as appropriate.

ARTICLE 39

OTHER LEAVE

SECTION 1. Family Friendly Leave

A. Under the Family Friendly Leave Act (FFLA), as codified in 5 CFR 630.401, employees are entitled to use 40 hours of sick leave per year and up to an additional 64 hours of sick leave annually provided the employee retains a sick leave balance of at least 80 hours. Employees must specifically inform their supervisor that they are electing to use their accrued sick leave under this provision.

B. This sick leave may be used for:

(1) Caring for ill or injured family members (any individual related by blood or affinity whose relationship with the employee is the equivalent of a family relationship).

(2) Making funeral arrangements for a family member or attending the funeral of family member, or

(3) Absence for purposes relating to the adoption of a child.

C. Family Friendly Leave allows employees to use sick leave for care of family members who have conditions for which an employee would qualify for sick leave themselves if afflicted personally. Family members are defined as spouse, spouse's parents, children and their spouses, parents, brothers and sisters and their spouses, and other persons whose close association creates the equivalent of a family relationship. This includes care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, childbirth or medical, dental or optical examination or treatment.

SECTION 2. Family Medical Leave (5 U.S.C. 6381-6387 and 5 CFR Part 630, subpart L)

A. Eligible employees may receive up to 12 weeks of unpaid leave during any 12-month period or 12 weeks of sick leave already accrued by the employee for certain family and medical reasons under the Family Medical and Leave Act. There are several instances when an employee can take leave or schedule an absence based upon family related matters. They include:

(1) For the birth of a child, or the placement of a child through adoption or foster care. In these instances, the employee's entitlement to leave under the Act expires 12 months from the date of the birth, adoption, or placement.

(2) Absence Due to Serious Health Condition. To care for: (a) the employee's spouse, child, or parent with a serious health condition; or (b) a serious health condition that makes the employee unable to work.

B. To be eligible, an employee must have completed at least 12 months of civilian service.

C. The employee must ordinarily provide notice of their intent to take FMLA leave not less than 30 days before leave is to begin or as soon as practicable. The supervisor may approve shorter notice FMLA requests, but may require documentation that should be provided as soon as practical with final approval contingent upon valid documentation being provided.

D. When leave is being requested for a serious health condition, or to care for a seriously ill family member, the employee may request that the leave be taken intermittently or on a reduced work schedule. Employees should submit their request using the OPM Form 71, and attach medical certification issued by a competent medical authority that includes date of the onset of the illness, prognosis, and statement of need for care. The supervisor may request periodic status reports on the employee's ability or intention to return to work. Supervisors must insure that this type of leave is properly documented and credited. Where the request for leave is based on a medical problem, employees may be required to provide medical certification, signed by a health care provider, no later than 30 calendar days after the date the agency requests such medical certification. The Employer may require a second opinion, at its expense, if it doubts the validity of the original certification.

E. An employee must invoke his or her entitlement to family and medical leave. An employee may not retroactively invoke the entitlement. However, if an employee and his or her personal representative are physically or mentally incapable of invoking the employee's entitlement during the entire period the employee is absent from work for an FLMA-qualifying purpose, the employee may retroactively invoke his or her entitlement within 2 workdays after returning to work. In such cases, the incapacity of the employee must be documented by written medical certification from a health care provider. The employee must also provide documentation acceptable to the agency of why the representative was unable to contact the agency on behalf of the employee.

F. An employee may elect to substitute annual leave or sick leave (consistent with existing sick leave regulations) for unpaid leave (leave without pay) for any part of the 12-week leave entitlement.

G. Agencies retain the right to have a uniformly applied policy that requires employees who use family medical leave for their own serious health conditions to obtain certification from a health care provider confirming their ability to return to work. During this period of leave, an agency can require periodic status reports on the employee's ability or intention to return to work.

H. An employee is expected to make a reasonable effort to schedule treatment, subject to the approval of the health provider, so as not to unduly disrupt the operations of the agency. In the case of a serious illness, management may transfer the employee to another position that better meets the needs of management and the employee.

SECTION 3. Leave Without Pay

A. Leave without pay (LWOP) is a temporary non-pay status and an authorized absence from duty. It may also be used when the employee has insufficient annual, sick leave, or compensatory time available to cover an approved absence. An employee does not have to exhaust annual or sick leave before requesting LWOP.

B. Employees will request LWOP through the immediate supervisor. LWOP requests may be oral or in writing, at the discretion of the supervisor. All approved LWOP requests should be documented on an OPM Form 71. Grants of LWOP for less than 30 days may be approved by the supervisor. LWOP of more than 30 consecutive days must be made a matter of record in the employee's Official Personnel Folder, submitted in writing through the chain of command for approval and forwarded to the servicing CPOC.

SECTION 4. Absence Without Leave

A. Absence Without Leave (AWOL) is an absence that has not been approved by the supervisor and results in no pay for the time absent. It constitutes a violation of the leave benefit provisions outlined in applicable regulations.

B. Recording an absence as AWOL does not automatically mean that the employee had insufficient reason for requesting leave, but rather the employee's presence is required at work, and the reason for requesting leave is one for which approval has not been obtained. AWOL, failure to request leave according to established procedures, and/or failure to honor a valid denial of a leave request may be used as the basis for taking disciplinary action.

SECTION 5. Excused Absence. All absences from duty during the basic workweek must be charged to the appropriate leave category unless there is a legal or regulatory authority for such absence to be excused without charge to leave. Excused absences are normally authorized on an individual basis. Matters that may be appropriate for excused absence include:

A. Voting. Normally, where the polls are open either three hours before or three hours after the employee's regularly scheduled duty hours, no time off is granted. This is the case in most jurisdictions. Employees who are in a leave status for any portion of Election Day will not be granted excused absence for voting. Employees requesting time off to vote may be excused without charge to leave for the amount of time necessary to permit them to report to work three hours after the polls open or to leave work three hours before the polls close, whichever requires the least amount of time off.

B. Blood Donations. Employees who volunteer as blood donors, without compensation, may be excused from duty without charge to leave with advance notification to the supervisor. Employees released from duty to donate blood **may be authorized up to four (4) hours** on the day blood is donated. This time is to be used to travel to and from the blood center, to donate blood and for recuperation following donation. When the supervisor suspects an employee did not give blood on a day he was excused from duty for blood donation, the employee may be required to furnish documentation to support the absence. If the workload does not permit a supervisor to allow the employee to be absent for four hours, the supervisor may grant as many hours as can be spared. If the employee cannot be spared for the four hours the supervisor must inform the employee of the reason. If the workload is so heavy that the supervisor cannot excuse an employee on the donation day, the supervisor may deny the request of the employee. The supervisor must show justification for denial of the blood donation.

C. Jury Duty or Court Proceedings. Court leave for service as a juror or witness will be granted to the extent provided for by law and appropriate regulation. An employee summoned for jury duty or jury qualification shall promptly notify their supervisor and provide necessary documentation. Court leave can only be granted for those days and hours the employee would otherwise be in a duty status. Employees are to return to work if excused by the court, unless the supervisor determines the employee's return would be impractical. If excused early from jury duty, the employee will contact the supervisor for a determination on their work status for the remainder of the workday. Failure to do so could result in a charge to annual leave, LWOP, or AWOL for the time involved. In lieu of returning to work, the employee may request annual leave or LWOP. When the employee returns to duty he will provide the supervisor official written evidence of attendance in court (i.e., signed jury card) showing the dates and hours to support the appropriate recording on the employee's Time and Attendance Sheet. Employees must also collect and turn in any fees received from the court except reimbursements for meals, travel or lodging. Employees will use annual leave or leave without pay when appearing in court on personal business or when appearing in an unofficial capacity on behalf of a private party.

D. Brief periods of absence or tardiness. In cases of employee tardiness or unavoidable absence for less than an hour, the supervisor may excuse the employee if the supervisor determines that the reason is justifiable. At the supervisor's discretion and at the employee's request, the supervisor may grant an employee's request to make up short absences of less than one hour. This excused time is not a right of the employee. Tardiness or absence by an employee may be charged to AWOL and may serve as the basis for disciplinary action. The supervisor may authorize the occasional use of excused absence for less than one hour for other purposes such as hazardous weather, retirement lunches, and unit activities.

E. Closure of an activity. When an activity or part of an activity is temporarily closed by administrative order of the Headquarters, 99th RRC, employees may be excused without loss of pay to the extent permitted by law or regulation and to the extent that it is not possible to detail employees to perform other tasks. When such occurs, all employees who are scheduled to report for work may be excused when the activity is closed prior to the start of their regular tour of duty. If an employee is already scheduled to be in an approved leave status and not scheduled to report for work, the entire absence will be charged to the appropriate leave category and excused absence/administrative leave is not authorized. When an entire activity is closed for the remainder of the day, all employees who are at work and in duty status will be excused. Any employees in an approved leave status will remain in that leave status.

ARTICLE 40

HOLIDAYS

SECTION 1. All eligible employees shall be entitled to all holidays designated by law, regulations, or Executive Orders.

SECTION 2. It is agreed that it shall be the policy of the Employer not to require employees to work on holidays except as necessary to accomplish the mission. In the event any employee is required to work on a holiday, he/she will be paid the holiday rate as appropriate. This policy is subject to the right of the Employer to determine work that must be accomplished on holidays and to require that employees report for work in accordance with such determination.

SECTION 3. The Employer agrees that employees scheduled to work on a holiday may be excused from working provided that another unscheduled qualified employee at the same grade is available and willing to work, and provided that per diem or travel expenses are not incurred in making such arrangements.

ARTICLE 41

ADVERSE WEATHER CONDITIONS

SECTION 1. Unless otherwise notified, all employees are to presume that their office, unit, or activity will be operational each duty day regardless of any weather condition that may develop during the day or night. Employees are expected to adjust their personal schedules in order to cope with difficult travel conditions or disruptions of public transportation systems.

SECTION 2. Supervisors may excuse an employee up to one hour for late arrival due to weather caused transportation delays or commuting problems and may release employees up to one hour early when extreme weather presents a safety or severe travel hazard.

SECTION 3. Generally, it is the Employer's policy to grant liberal leave to handle severe weather. Supervisors may grant various types of unscheduled leave in conjunction with severe weather. Normally, the supervisor will advise employees that they may take unscheduled annual leave, LWOP, or accrued compensatory time earned to handle problems related to delayed arrival, early departure, or inability to report to work.

SECTION 4. In rare instances, extreme or severe weather may prevent a facility from operating. When the employer determines that a facility should be closed due to climatic conditions or environmental conditions inside a facility, non-essential employees will normally be excused for the remainder of the duty day. Any bargaining unit personnel determined to be mission essential will be promptly notified.

SECTION 5. If local climatic conditions prior to normal duty hours justify curtailing some or all of the activities or delaying reporting time, notice will be given to the employees as quickly as possible. At facilities co-located on a military installation, personnel will be required to monitor radio and television stations as designated by the Employer to determine if they are required to report for work during inclement weather or other conditions. For those facilities not co-located on a military installation, a management official will make the determination on the climatic conditions and will announce through a locally developed plan of notification of the facilities being closed or delayed.

SECTION 6. The Employer agrees that work under adverse weather conditions will be distributed equitably among qualified employees in various specialties normally used to perform such work.

SECTION 7. When the Employer determines that temperatures are excessively hot (heat index above 100 degrees) or cold (generally below 50 degrees Fahrenheit) in an employee's working area, an employee may be allowed up to 15 minutes an hour to temporarily relocate to another area to warm/cool/rehydrate themselves. When the temperature in the working area exceeds a heat index of 92 degrees or falls below 55 degrees, supervisors will make alternate work assignments to affected employees that will have them working at least 15 minutes out of every hour in an area where temperatures are more moderate. If such an area is unavailable, the employee may be granted a 15-minute rest period. The heat index will not be used until the work area temperature exceeds 88 degrees Fahrenheit. At temperatures at or below 88 degrees, employees will be expected to work as normal.

Heat Index Chart (Temperature & Relative Humidity)																
RH (%)	Temperature (° F)															
	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105
90	119	123	128	132	137	141	146	152	157	163	168	174	180	186	193	199
85	115	119	123	127	132	136	141	145	150	155	161	166	172	178	184	190
80	112	115	119	123	127	131	135	140	144	149	154	159	164	169	175	180
75	109	112	115	119	122	126	130	134	138	143	147	152	156	161	166	171
70	106	109	112	115	118	122	125	129	133	137	141	145	149	154	158	163
65	103	106	108	111	114	117	121	124	127	131	135	139	143	147	151	155
60	100	103	105	108	111	114	116	120	123	126	129	133	136	140	144	148
55	98	100	103	105	107	110	113	115	118	121	124	127	131	134	137	141
50	96	98	100	102	104	107	109	112	114	117	119	122	125	128	131	135
45	94	96	98	100	102	104	106	108	110	113	115	118	120	123	126	129
40	92	94	96	97	99	101	103	105	107	109	111	113	116	118	121	123
35	91	92	94	95	97	98	100	102	104	106	107	109	112	114	116	118
30	89	90	92	93	95	96	98	99	101	102	104	106	108	110	112	114
<i>Note: Exposure to full sunshine can increase HI values by up to 15° F</i>																

SECTION 8. Except for emergency situations, employees who are required to work outside will not be exposed to temperatures below 0 degrees Fahrenheit (wind chill factor included) for periods of more than 15 minutes without subsequent 15 minute periods in a heated area.

ARTICLE 42

COMMERCIAL DRIVER'S LICENSE

SECTION 1. Operators of vehicles with a gross weight of more than 26,000 lbs, to include combination vehicles, placard vehicles, and vehicles with three or more axles must have a valid commercial driver license (CDL). The Employer shall maintain a list of positions that require CDLs with required endorsements.

SECTION 2. The Employer determines which positions require a commercial drivers license as a condition of employment. Determination of CDL and endorsements will be based on the recurring requirements, needs of the facility, and the types of equipment being serviced.

SECTION 3. Employees hired for positions that specifically require motor vehicle operation as a primary duty (i.e., Motor Vehicle Operator) must obtain a CDL within 30 days of the hire date.

SECTION 4. Employees hired for any other designated positions are required to obtain a learner's permit within 30 days of hire and must obtain the CDL within 90 days of the hire date. Extensions will be considered on a case-by-case basis by the G4, 99th RRC.

SECTION 5. CDL positions are Testing Designated Positions (TDP) for the drug and alcohol-testing program.

SECTION 6. Any employee who loses a CDL will have failed to meet one of their conditions of employment and may be subject to termination of employment. Where practical and when loss of the CDL is either temporary or outside the employee's control, the Employer will consider alternate options to termination before proceeding with any removal action. A waiver will not be granted for illegal substance or alcohol abuse that leads to the loss of a CDL or revocation for more than six months.

SECTION 7. Employees will be responsible for all licensing and testing fees required by the State administering the test.

ARTICLE 43

DRUG AND ALCOHOL TESTING

SECTION 1. The Agency's drug testing program will be conducted in compliance with applicable laws, rules, regulations, and the parties' agreement.

SECTION 2. Employees may be required to undergo drug and alcohol testing under any one of the following drug testing categories:

A. Reasonable Suspicion. When there is a reasonable suspicion that the employee uses illegal drugs based upon, but not limited to:

(1) Direct observation of drug or alcohol use or physical symptoms of being under the influence of an illegal drug;

(2) A pattern of abnormal conduct, speech, or behavior;

(3) Arrest or conviction for a drug related offense;

(4) Information provided by a source deemed credible to the Employer that an employee is abusing drugs or alcohol; or

(5) If evidence exists that an employee tampered with a previous drug or alcohol test.

B. Accident or Safety Testing. A drug or alcohol test is authorized when required by regulation regarding an accident or unsafe practice. All employees who have caused an on-the-job accident or who engage in unsafe, duty related activities that endanger others may be tested. Accidents or safety mishaps must meet the criteria of a Class A, B, or C accident IAW AR 385-10 or AR 385-40.

C. Follow-up Testing. All employees who are enrolled in rehabilitation programs for illegal drug use are subject to unannounced testing upon successful completion of their rehabilitation for a period of one year.

D. Rehabilitation Testing. Persons enrolled in a recognized rehabilitation program are subject to random, unannounced testing.

E. Applicant Testing. Job applicants applying for Testing Designated Positions are subject to testing as a condition of employment.

F. Random Testing. All employees in Testing Designated Positions are subject to random drug and alcohol testing.

SECTION 3. The Employer will designate positions and employees will be informed if their position is a Testing Designated Position. All employees who occupy a Testing Designated Position must sign a DA Form 5019-R, Condition of Employment by Certain Civilian Position Identified as Critical Under Drug Abuse Testing Program.

SECTION 4. Employees who have a positive test for an illegal substance will be notified by the Medical Review Officer (MRO) of the positive result and given an opportunity to present evidence of legitimate drug use. When the MRO notifies management of the positive result, the Employer will insure that the employee is informed of the consequences of having tested positive for illegal drugs and counseled as to their rights and remedies.

SECTION 5. Upon request, the Employer will provide a copy of documents related to testing to the employee and to his representative upon receiving proper release from the employee.

SECTION 6. To demonstrate their commitment to a drug free workplace and to set the example, an employee may volunteer for testing. Any employee who has volunteered for drug and alcohol testing may withdraw by notifying the test coordinator.

SECTION 7. No employee shall be required to sign any document stating that he or she agrees/disagrees with the concept of a drug-testing program. An employee's signature on any acknowledgement documents merely signifies notice of the terms of the document.

ARTICLE 44

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Employer and the Union recognize alcoholism and drug abuse as a treatable health problem. The Employer and the Union recognize the need for assistance for employees troubled by alcohol or drug abuse and are willing to assist employees in obtaining this help. The Employer and the Union agree to cooperate fully in efforts to rehabilitate employees who accept assistance made available under the provisions of this article.

SECTION 2. An Employee Assistance Program (EAP) may be available from a nearby military installation. These programs vary from installation to installation and among the various military services. An EAP may include counseling and program activities in the areas of personal finance, emotional and psychological problems, and substance abuse awareness and treatment. Employees are encouraged to take advantage of an EAP where available.

SECTION 3. The EAP can assist employees who want help dealing with a substance abuse problem. An employee who feels that they may have a substance problem should voluntarily seek information and counseling as early as possible. Absences during duty hours for rehabilitation and treatment will be charged to the appropriate leave category IAW leave regulations.

SECTION 4. The EAP may provide evaluation and referral services to an employee with alcohol, drug, behavioral or emotional problems or conditions. Where not locally available, community agencies and community resources may be used at the employee's expense. Employees should be advised to refer to their health insurance plan for possible coverage.

SECTION 5. Supervisors are responsible for evaluating an employee's conduct and performance. If changes in behavior or performance that may be indicative of a potential substance abuse problem are noted, the employee should be encouraged to use the resources of an EAP or other community resources. The Employer and the Union agree that it is the employee's responsibility to seek rehabilitation for recognized personal problems in order to meet the responsibilities of a Federal employee. Continued failure to meet established standards of conduct or performance could result in appropriate adverse action, to include removal.

SECTION 6. Employees may voluntarily seek counseling, referral, and information from the EAP on a confidential basis. The EAP is required to maintain the confidentiality of referral and counseling records IAW law and regulation. Supervisors and representatives shall make every effort to respect an employee's confidences with respect to matters raised in reference to EAP.

SECTION 7. An employee may not be retaliated against because he requested counseling, referral or entered into such. This does not preclude the Employer from taking disciplinary or performance based action founded upon identifiable conduct problems or performance deficiencies.

ARTICLE 45

EMERGENCIES AND DEPLOYMENTS

SECTION 1. The parties recognize that the Employer's primary mission is to supply trained and ready soldiers for deployment or mobilization.

SECTION 2. The Employer may change working conditions of any employee, facility, or unit in response to a rapid deployment of reserve troops under Presidential call up authority or from a Presidential declaration of major disaster, emergency or a directive from the Federal Emergency Management Agency (FEMA) for assistance or when responding to an emergency under the military commander's immediate response authority.

SECTION 3. The Employer shall give notice to the Union as soon as is practicable as to the nature and extent of the deployment and the change in working conditions required by the deployment.

SECTION 4. An employee may not refuse to comply with a commander's orders on the basis that the commander has failed to comply with any provision of this labor Agreement.

SECTION 5. Pending grievances, arbitrations, MSPB, Equal Opportunity, and labor relations cases of any personnel being deployed or affected by the deployment may be extended on a case-by-case basis.

ARTICLE 46

DURATION

SECTION 1. This Agreement shall be binding upon the parties for a period of three years. This Agreement shall be automatically renewed from year to year, unless either party gives written notice to the other party of its intention to change this Agreement. Such notice must be given not more than 120 days and not less than 60 days before the expiration date of this Agreement. If either party gives notice, then representatives of the Employer and Union will set a negotiation schedule.

SECTION 2. This Agreement shall terminate if it is determined that the Union is no longer entitled to exclusive recognition.

SECTION 3. When the renegotiation of this agreement is pending or in process, and the parties are unable to complete such negotiations by the termination date of this agreement, the terms and conditions of this agreement shall continue in effect until a new agreement is effected.

APPENDIX A.

Alleged Unfair Labor Practice Form

Date: _____

To: _____

From: _____

SUBJECT: Alleged Unfair Labor Practice

Facts surrounding the allegation (Date, time, place of incident, individuals or units involved): _____

Which subsection(s) of the Statute do you believe have been violated? _____

Proposed Resolution: _____

SIGNATURE OF CHARGING PARTY

Appendix C.

DESIGNATION OF REPRESENTATIVE

I hereby designate the Individual or Organization named below to represent me in connection with my _____ before the _____ and to receive all information and records related to this action.

I understand that this designation may be canceled by me or by the individual or organization that I have designated, and that I am responsible for notifying _____ and other parties in writing of such cancellation.

Name of Representative: _____

Telephone Number: _____

Name of Complainant: _____

Address of Complainant: _____

Telephone Number: (Home) _____

(Work) _____

Work Hours/Days: _____

Signature of Complainant

Date

APPENDIX D.

Grievance Form

Name: _____
Job Title: _____
Unit: _____
Address: _____
Phone: _____
Email: _____
Immediate Supervisor: _____
Date Incident Occurred: _____
Date Presented: _____
Previous attempts at resolution (to include Step 1 discussion): _____

Sections of Agreement, Agency Regulations, Laws, etc., Violated, if any:

Statement of Grievance by Employee (Add Continuations Sheets, if necessary):

List Attached Supporting Documentation: _____

What personal relief is expected? _____

Employee Signature

Date

Representative's Signature (If Any)

Representative's Phone Number

