

Preamble. This Collective Bargaining Agreement (CBA) is entered into by and between the United States Army Garrison (USAG) Fort McCoy, hereinafter referred to as “Employer” and the American Federation of Government Employees Local 1882, AFL-CIO (AFGE Local 1882), hereinafter referred to as the “Labor Organization”.

#### ARTICLE 1-1 AUTHORITY

Section 1. The authority for this appropriated fund CBA and for compliance with its provisions is contained in the Federal Service Labor-Management Relations Statute (5 U.S.C., Chapter 71, Sections 7101-7135).

Section 2. This CBA will not be in contradiction with any government wide existing and future Federal law, policy, rules, regulations, and guidance.

#### ARTICLE 1-2 DURATION AND CHANGES

Section 1. This CBA shall remain in effect for five years. The CBA shall automatically be renewed on the five year anniversary of effective date as defined by Statute 7114 (c), and yearly thereafter, unless notified not less than 120 days prior to such anniversary date, either party gives written notice to the other of its intent to renegotiate the agreement. The notice must be acknowledged with an electronic or written receipt within 14 days of this issuance. This CBA shall remain in full force and effect until renegotiated and approved.

Section 2. If changes in law, policy, rules, regulations, and guidance promulgated by OPM, DoD, DA, higher headquarters, and Fort McCoy necessitate changes to this CBA, the labor organization has 30 days after date of notification to respond with intent to bargain and a specific written proposal for the implementation of the change. Absent such demand to bargain and submission of specific proposals within the 30 day time period, the Employer may proceed with implementation.

Section 3. All Memoranda of Understanding and Memoranda of Agreement between the Employer and the Labor Organization prior to 17 February 2001 are null and void.

#### ARTICLE 1-3 RECOGNITION AND COVERAGE

The Employer recognizes the Labor Organization as the exclusive representative of all employees in this bargaining unit as defined by Federal Labor Relations Authority (FLRA) certification, 20 January 2017, including all appropriated fund (AF) employees of the U.S. Army Installation Management Command, Fort McCoy; the Medical Supply Office and the Occupational Health Nurse Office of the U.S. Army Medical Department Activity (MEDDAC), Fort McCoy; and all non-appropriated fund (NAF) employees at Fort McCoy, Wisconsin. This excludes all employees of the Fort McCoy, Wisconsin

Post Exchange, professional employees, and all management officials, supervisors, and employees described in 5 USC section 7112(b)(2), (3), (4), (6) and (7).

#### ARTICLE 1-4 EMPLOYER RIGHTS

Section 7106(a) of Federal Service Labor-Management Relations Statute provides certain rights to management which are non-negotiable. Specific management reserved rights as defined in the Federal Service Labor-Management Relations Statute, 7106(a), are:

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

#### ARTICLE 1-5 NEGOTIABLE TOPICS

Section 1. The Federal Service Labor-Management Relations Statute requires the Employer and the Labor Organization to negotiate certain type changes and bargain in a good-faith effort to reach agreement with respect to the conditions of employment, affecting bargaining unit employees. Conditions of employment means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except as specifically excluded by law. Depending on the nature of the matter, the decision itself may be subject to collective bargaining, or negotiations may be required on the impact and implementation of the decision made. The Employer and the Labor Organization may negotiate appropriate arrangements for bargaining unit employees adversely affected by the exercise of a management right.

Section 2. Government-wide rules and regulations as well as policy, guidance, and directives are only subject to the bargaining of appropriate arrangements for adversely affected bargaining unit employees.

Section 3. In order for the Labor Organization to respond to a proposed Employer notification of changes in conditions of employment, the Employer must outline in writing

the what, why, how, when, and the impact on personnel the changes will have. Upon notification, the Labor Organization must respond within 21 days with any demand to bargain impact and implementation of such changes. This demand to bargain must be in writing and include specific negotiable counter proposals. The counter proposal must also propose two meeting dates and times to meet with management NLT 14 days after the submission date of the written demand to bargain. The intent of this meeting is to discuss the counter proposals. This meeting must also produce either a formal agreement or establish a date and time to begin ground rule negotiations. Absent such demand to bargain and submission of specific proposals within the initial 21 day time period, the Employer may proceed with implementation.

Section 4. If an action is implemented before required negotiations are completed, the Employer upon written notification by the Labor Organization will suspend the action taken as soon as possible (unless it is not feasible to do so, in which case some other remedy may be taken). The parties may agree within five working days to set a date to begin bargaining on those negotiable topics relative to the action taken. A failure to complete these bargaining responsibilities can create an unfair labor practice.

#### ARTICLE 1-6 FORMAL DISCUSSIONS

The Employer will provide the Labor Organization the opportunity to be represented at any formal discussion between the Employer and employees concerning grievances, personnel policies and practices, and other matters affecting general conditions of employment. The Labor Organization has the right to advance notification of such discussions, and to determine who will serve as the Labor Organization's representative at such a meeting. The Labor Organization's right to be present does not extend to informal discussions between an Employee and supervisory personnel.

#### ARTICLE 1-7 WEINGARTEN RIGHTS

The Labor Organization has the right to be present during investigative discussions (involving at least one representative of the agency and one bargaining unit employee) where the employee has a reasonable expectation of disciplinary action and the employee requests representation. The employee will contact the Labor Organization and request representation. If immediate representation is not possible, the management official and the Labor Organization will discuss a mutually-agreeable time to proceed with the investigation. In the event that the management official determines that the situation is time-sensitive (such as examinations or tests), he or she will notify the Labor Organization and proceed. A copy of any statement made by the employee being investigated will be provided to the employee and the designated representative of the Labor Organization upon request. Discussions related to an employee's performance are not investigative in nature and are generally not covered under this article.

## ARTICLE 2-1 PERFORMANCE

Section 1. The Employer agrees to set performance elements and standards and issue performance appraisals IAW policy, rules, regulations, and guidance promulgated by Office of Personnel Management (OPM), Department of Defense (DoD), Department of the Army (DA), Higher Headquarters, and Fort McCoy.

Section 2. The Employer will conform to OPM, DoD, or DA established rating periods.

Section 3. Based on supervisor and employee verbal discussions and/or the employee providing a written summary document of accomplishments covering the course of the annual evaluation period and/or the course of the detail or reassignment, the supervisor shall include employee accomplishments in their annual performance evaluation based on responsibilities, objectives, and performance elements and standards. The supervisor shall include the summary of documented accomplishments in the final annual appraisal submission within the constraints of the evaluation system.

## ARTICLE 2-2 DETAILS AND REASSIGNMENTS

Section 1. A detail is the temporary assignment of an employee to another position or set of duties (either at the same, higher or lower grade) or to an unclassified set of duties for a specified period of time. Technically, a position is not filled by a detail, as the employee continues to be the incumbent of the job from which detailed. No official personnel action (SF 50) is executed for details of 30 calendar days or less.

a. The Employer will notify the Labor Organization and the Labor Management Employee Relations (LMER) Specialist prior to the effective date of a detail and/or temporary promotion which is longer than 30 days.

b. For details of 31 calendar days or more, an original SF 52 will be provided to the employee along with a copy of the position description. A copy of the document will be placed in the employee's Official Personnel Folder (OPF).

Section 2. When an employee begins any detail in excess of 30 days, the employee will receive a written set of duties or a position description. For details of 120 days or more, the employee will be provided (within 30 days from the start of the detail) written performance standards.

Section 3. (AF employees only) The Employer reserves the right to decide when the use of a detail is necessary to accomplish the mission, and the right to select the employee who can most effectively accomplish the detail. If a detail of 120 days or less is to be rotated among employees, it must be done fairly and equitably. Details to a higher-graded classified position for over 120 calendar days will not be used in lieu of a temporary promotion. If there are no eligible candidates for a temporary promotion,

then a detail or series of details made to a classified higher-graded position in excess of 120 calendar days will be made through the use of a competitive process.

Section 4. (NAF employees only) The Employer reserves the right to decide when the use of a detail or temporary promotion is necessary to accomplish the mission and to select the employee who can most effectively accomplish the detail.

a. Details to positions at the same or lower grade or pay band level will not exceed 365 calendar days.

b. Details to a higher-grade, pay band level position, or a set of duties will not exceed 60 calendar days.

c. Temporary promotions to a higher-grade or pay band level position will not exceed 180 calendar days. For temporary promotions in excess of 180 days, the Employer will use competitive procedures.

Section 5. Details to an unclassified set of duties will be limited to 180 calendar days. Extensions to this 180 day limit will be at the approval of the Garrison Position Management designated authority not to exceed 365 days unless mutual agreement is reached by the Labor Organization and the Employer.

Section 6. When the Employer directs the reassignment of an employee, the employee will be provided a copy of the position description of the position to which the employee is being reassigned. The parties recognize that the Employer retains the right to direct a reassignment with or without the consent of the employee. Reassignments shall not be used as a reward or punishment.

## ARTICLE 2-3 POSITION CLASSIFICATION

Section 1. (AF employees only) Position descriptions will contain the major duties assigned to each position. The duties listed in a position description are not designed to strictly limit the assignment of work to only those tasks, nor will position descriptions contain a complete list of all the duties normally performed. The purpose of using the terminology "performs other duties as assigned" in a position description is to include tasks which are of an incidental nature, are not grade controlling, or are tasks performed on a limited basis. Duties which may not be related to a position, include but are not limited to shoveling snow, cleaning the work area, and performing messenger duties, etc., may be assigned.

Section 2. (AF employees only) The Employer agrees to take action to correct a position description when an employee consistently performs major duties other than those outlined in his/her position description. If a change in an existing position description is made, the responsible supervisor will discuss the change with the affected employee. Any employee who feels that the major duties listed in their position

description are improperly described will consult with his/her immediate supervisor for clarification. If the supervisor agrees that the position description is inaccurate, the supervisor will initiate the Position Management Staff Action Process within 60 days to correct the position description and submit to CPAC for classification.

Section 3. (AF employees only) Employees, who believe the major duties in their position description are properly described, but their position description is inaccurately classified as to title, series and grade, will first consult with their immediate supervisor. If the supervisor agrees, then the supervisor will initiate the Position Management Staff Action process for appropriate PD classification. If the supervisor disagrees, then the employee may initiate a classification appeal IAW OPM guidelines.

Section 4. (NAF employees only) IAW AR 215-3 and DODI Number 1400-25, Volume 1407, position descriptions are standardized for each NAF employee occupational category.

#### ARTICLE 2-4 DISCIPLINE

Section 1. The public interest requires that federal employees maintain high standards of conduct. In most cases, progressive discipline will be used to correct an employee's behavior. Alternatives to traditional discipline may be considered. Disciplinary actions will be processed in accordance with appropriate laws, regulations and the terms of this negotiated agreement.

Section 2. Individual counseling and/or criticism of employees shall not be done in the presence of other employees or visitors, but rather in private. The intent is not to publicly embarrass or demean an employee. This does not include routine public discussions between supervisors and employees at the work center/work site regarding such matters as daily work assignments, improvement of procedures/productivity, the methods of accomplishing work, or on-the-spot corrections.

Section 3. Violations regarding rules of conduct, regulations or other supervisory instructions shall be dealt with on an individual basis insofar as practical. The initial step of any discipline related action shall be to determine the facts, talk with the employee, and conduct an investigation as needed. Regardless of guilt or innocence, the rights and dignity of all employees will be maintained throughout the course of the investigation. However, this does not preclude management's rights to reinforce the professional standards of conduct and expected behavior.

#### ARTICLE 2-5 REDUCTION IN FORCE AND BUSINESS BASED ACTIONS

Section 1. (AF employees only) The Employer will notify the Labor Organization of the Employer's intent to conduct a Reduction in Force (RIF) affecting bargaining unit personnel covered by this CBA. Additionally, the Employer may provide the Labor

Organization and affected employees with comprehensive information on the RIF process, potential entitlements and the variety of options available to them during Formal Discussions.

Section 2. (AF employees only) During the course of the RIF planning and implementation, the Labor Organization shall be notified in advance of, will be provided the detailed information to be discussed, and given the opportunity to attend all formal discussions with represented employee(s) that concern RIF.

Section 3. (AF employees only) Upon request, the Labor Organization will be given the opportunity to review appropriate retention registers and the documents supporting retention decisions once employees have received specific RIF notices. Copies of specific documents will be provided upon request IAW 5 USC 7114(b)(4).

Section 4. (NAF employees only) Business Based Actions (BBA) will be conducted IAW AR 215-3.

### ARTICLE 3-1 HOURS OF WORK

Section 1. Work schedule options will be in accordance with OPM guidance (AF Employees) or AR 215-3 (NAF Employees). The factors an employer will use to determine work schedule options are mission, workload, and customer support requirements followed by employee personal needs. The Employer will specify facility opening and closing times, and applicable work schedule characteristics. These may be different for different organizations or work centers. The supervisor of the work unit (or work team) will meet with all affected employees as a group to discuss work schedule options. These work schedules may include, but are not limited to, the following:

- a. Basic 5-Day, 40-Hour Work Week Schedule.
- b. Alternative Work Schedules.
  - (1) Gliding Schedule.
  - (2) Variable Day Schedule.
  - (3) Variable Week Schedule.
  - (4) Maxiflex Schedule.
- d. Compressed Work Schedules.

(1) 5/4-9 Compressed Plan.

(2) Four Day Workweek.

Section 2. Administrative Work Week.

a. AF Employee administrative seven-day work week is 0001 hours Sunday through 2400 hours Saturday.

b. NAF Employee administrative seven-day work week is 0001 hours Thursday through 2400 hours Wednesday.

Section 3. Work Schedule Changes.

a. Permanent Work Schedule Changes.

(1) The Employer may require permanent changes in work schedules or work hours to accommodate mission, workload, customer support requirements, or employee needs.

(2) The Employer may consider qualified employee written requests for permanent changes in work schedules or work hours from among the options permitted for the employing work center.

b. Temporary Work Schedule Changes.

(1) The Employer may require temporary changes in work schedules or work hours to accommodate mission, workload, customer support requirements, or employee needs.

(2) The Employer may consider qualified employee written requests for temporary changes to specific work schedules from among the options permitted for the employing work center. Written requests must be submitted one pay period in advance.

c. Temporary Work Schedule Modification within the Current Pay Period.

(1) Employer Requests. Regardless of an employee's work schedule assignment, the Employer may have to require occasional changes in work schedules to accommodate mission, workload, or customer support requirements. The Employer will make every attempt to notify employees at least five days in advance.

(2) Employee Requests. Regardless of work schedule assignment, employees may request an occasional change in their work schedule to accommodate their personal needs. An employee will make every attempt to submit such requests for consideration to the approving official at least five days in advance of the requested change. Requests that do not meet this five-day criteria will be considered fully by the

Employer with the objective of accommodating the mission, workload, customer support requirements, and employee needs.

(3) Emergency Changes. Regardless of work schedule assignment, the Employer may require emergency changes in a work schedule to accommodate mission, workload, and customer support requirements with less than the five-day advance notification mentioned in paragraph a. In such instances, the employee retains the right to decline the request. Regardless, the Employer retains the right to direct the employee to work the directed work schedule change.

(4) (NAF employees only) Layoff notice. Flexible employees will be given a minimum of four calendar day notice prior to periods when no work will be scheduled. If extenuating circumstances force shorter notice, the Employer will provide notice to the Labor Organization as soon as possible with explanation of the reason for short notice.

Section 4. Employees on rotational shifts shall have their schedule posted in their work area two weeks in advance, except in circumstances in which advance scheduling is impractical.

Section 5. To the extent practical based on mission, workload, customer support requirements, and employee preference, employees shall have their tour of duty arranged to have consecutive non-duty days off.

Section 6. Lunch periods will be at least thirty minutes, and shall not be scheduled less than three nor more than six hours after the start of the workday, except in emergencies. Lunch periods are non-duty time, and employees are free to leave their duty site. Employees are not entitled to additional time to travel to a lunch site of their choice. In certain circumstances, mission requirements may not permit a lunch period and employees must remain on duty. In these specific instances, management officials will direct a paid, in-place opportunity to eat while continuing to perform duties as required. This paid, in-place opportunity to eat is considered part of the day's paid duty time, and not an unpaid lunch period.

Section 7. Employees shall receive two 15-minute breaks on duty time during the duty day. One will be in the first half of the duty day and the second will be in the second half of the duty day. If an employee is scheduled to work less than four hours during a shift, he/she is not entitled to a break. Breaks on duty time will not be combined with non-duty lunch periods and will not be taken in conjunction with the start or end of the duty day. Food and beverages may be consumed at the employee's work station provided such activity does not interfere with the performance of duties or the operation of equipment. Employees are subject to assignment of work during breaks when mission, workload, or customer support requirements dictate. An effort will be made to provide a break at a later time during that duty day; however, in rare circumstances, it may not be guaranteed.

## ARTICLE 3-2 OVERTIME

Section 1. When attempts to accomplish the mission and reduce operating costs are unsuccessful, the employer may require employees to work overtime. To the extent practical, employees will be notified in advance. Employees in an affected work group will be offered overtime on a rotating basis, from among the group of employees qualified to perform the work. Overtime is defined as those hours ordered and approved in advance, and worked beyond the hours in the employee's defined work schedule, regardless of means of compensation. The parties recognize that this will not necessarily result in everyone having the same number of overtime hours worked. The Labor Organization recognizes that, in the absence of sufficient volunteers for overtime work, the Employer has the right to direct overtime. Records of overtime worked and refused may be reviewed by the appropriate Area Steward.

a. To accomplish the rotation in a fair and equitable manner and with exception of NAF Flexible Employees, the Employer will establish a roster, rank ordered by employees' level of seniority, as determined by the employees' service computation date for leave, from most senior to most junior. Leave usage or balance will not be a factor in offering or assigning employees overtime. Employees in a leave status will not be offered or assigned overtime until they return to duty, unless they are needed for unforeseen mission requirements.

b. The employer will seek volunteer/s giving preference to the most senior employee first and will attempt to contact employees on the rank ordered roster until an employee accepts the overtime opportunity. Subsequent opportunities for voluntary overtime will start with the next employee immediately following the employee who previously accepted the overtime opportunity. If no employee volunteers, management will direct the overtime beginning with the most junior employee. Subsequent requirements for involuntary overtime will start with the next employee immediately senior to the employee who previously performed the directed overtime.

c. Depending on the immediacy of the mission support requirement, the Employer will attempt to fill the mission support requirement utilizing the seniority roster first for those employees on duty. If the Employer is unsuccessful, then they will fill the mission by contacting those employees off-duty IAW the seniority roster.

Section 2. Employees required to perform unscheduled overtime work on a day when work was not scheduled, for which the employee is required to return to their place of employment, will receive compensation for a minimum of two hours duration. The Employer will consider an Employee on duty when either they report to their place of work and are ready, willing and able to begin work at the specified time directed or as agreed upon with the Employer.

Section 3. If an employee is expected to work continuously in excess of the regularly scheduled workday for a period that is expected to last more than one hour, he/she will be given a fifteen minute break at the beginning of the overtime period. For overtime

that goes beyond an initial two hours, an additional break will be provided at the beginning of each subsequent two-hour period. A full day of overtime work will be treated in the same manner as a regular duty day for breaks.

### ARTICLE 3-3 LEAVE

Section 1. Leave is a benefit that employees accumulate each pay period. Employees are encouraged to maintain a leave balance for use during unforeseen emergencies. Employees may request leave for any duration, pattern, or purpose necessary without interference or coercion. The Employer and the Labor Organization agree it is the right of the Employer to approve the use of leave in accordance with applicable law and regulation, and in most cases this approval is based on mission, workload, and customer service support requirements. The Employer will determine, based on the circumstances or situation, the amount and type of leave to be approved.

Section 2. Annual Leave. It is the intent that employees use annual leave and compensatory time according to their wishes as much as possible, taking into consideration potential conflicts with mission, workload, customer support requirements, and the approved leave status of other work center employees.

a. Annual Leave Plan. Employees are responsible for developing a leave plan for their projected leave usage during the calendar year to avoid “use-or-lose” leave situations and allow the Supervisor to meet mission and adjudicate leave plan conflicts. Employees will submit a leave plan to their Supervisor no later than 28 February each year. At a minimum, employees will schedule all use-or-lose annual leave and earned compensatory time. Newly assigned employees reporting for duty after 1 February will submit a leave plan within 30 days of reporting for duty. The Supervisor has 60 days from the leave plan submission date to approve, deconflict, or disapprove the submitted leave plans. If the Supervisor disapproves Employee leave plans, they will explain the reasons behind the disapproval so the employee can make appropriate adjustments and resubmit for approval. The Employee may update the leave plan during the leave year in coordination with and approval by the Supervisor. The submission of this Annual Leave Plan does not include the requirement for an employee to submit a leave request simultaneously. This Annual Leave Plan does not constitute an employee request for leave or a Supervisor’s approval of a leave request.

b. Annual Leave Requests. Employees will submit leave requests, for the entire duration of the employee’s planned leave period (including regularly scheduled days off), to the Supervisor as soon as possible, but not less than 14 days in advance of the requested leave start date. Employees may submit leave requests at any time throughout the year despite the requirement to submit an Annual Leave Plan by 28 February. Additionally, employees should submit leave requests for approval prior to obligation of any funds and not automatically assume the leave request will be approved. The Supervisor will adjudicate leave requests and resulting schedule conflicts based on employee seniority, as determined by the employee’s leave service

computation date. The Supervisor should approve or disapprove the leave request within 7 days of employee submission of their leave request, but not later than 14 days.

c. **Unplanned Leave Requests.** Leave requests submitted less than 14 days in advance will be considered an “unplanned” leave request. The Supervisor will still consider those leave requests based on a first-come, first-served and mission, workload, customer support requirements, and previously approved leave for other employees. Leave requests and resulting schedule conflicts will be adjudicated by the Supervisor, who reserves the right to approve or disapprove leave requests.

d. **Emergency Leave Request.** Emergency Leave Requests include all leave categories except for emergency sick leave. When an employee is unable to report to work as scheduled and cannot request leave in advance due to an unforeseen emergency, employees will contact their immediate supervisor or designated supervisor by telephone, voice mail, e-mail, or text not later than two hours of the earliest start time permitted by their schedule. The Supervisor will determine the means of notification. The Supervisor may change the notification requirements as the emergency situation evolves. If the emergency occurs during off-duty hours, the employee will contact his/her supervisor as soon as possible, but not later than two hours of the earliest start time permitted by their schedule, so other staffing arrangements can be made before the start of that employee’s shift/duty day. Regardless, all such emergency notifications must be made to the employee’s immediate supervisor or to an individual with the authority to approve requests for annual leave. During the initial contact and request for leave, the employee will provide justification for the absence and the supervisor will specify what, if any, notification requirements will be necessary during the time period the employee is expected to be absent. The Supervisor reserves the right to disapprove such emergency leave requests, the Employee will not assume automatic approval, and the Supervisor may place the Employee in an absent without leave (AWOL) status. Employees will not abuse this emergency leave provision.

Section 3. **Sick Leave.** The parties recognize the value of employees conserving their sick leave for unexpected illnesses, emergencies, and hospitalizations. Accumulated sick leave is available for use when an employee: (1) Is incapacitated from the performance of duty due to medical reasons; (2) Has medical, optical, or dental appointments or treatment; (3) Is exposed to a contagious disease and his/her presence on duty would, in the determination of competent medical authority, jeopardize the health of other workers. An employee has the option to take annual, compensatory, or sick leave for the actual travel time to the treatment location when so referred by a medical authority. The Supervisor may grant sick leave only when supported by administratively acceptable evidence. For absences in excess of three days, or for a lesser period when determined necessary by the Supervisor, the Supervisor may require acceptable and definitive medical documentation. However, the Supervisor will consider an employee's self-certification, personal and family situation, and necessity for utilizing the sick leave to approve the requested sick leave prior to requesting acceptable and definitive medical documentation for a period less than three days. Upon returning to work after an injury or illness, it is the employee’s responsibility to

inform his/her supervisor of any medical condition (including use of medications) which may affect the employee's ability to perform their assigned duties or would impact the health, safety, and security of others.

a. **Planned Sick Leave.** Employees will submit sick leave requests to their Supervisor not less than 14 days in advance of the planned sick leave. The Employer will approve, disapprove, and/or adjudicate leave requests as required and resolve schedule conflicts.

b. **Unplanned Sick Leave.** Sick leave requests submitted less than 14 days in advance will be considered an "unplanned" sick leave request. Employees will notify their Supervisor immediately of any requirement for unplanned sick leave and submit a leave request. The Supervisor will still consider those leave requests based on mission, workload, customer support requirements, and the employee's necessity for utilizing the sick leave on the proposed dates. The Employer will approve, disapprove, and/or adjudicate leave requests as required and resolve schedule conflicts.

c. **Emergency Sick Leave.** Employees unable to report to work as scheduled due to illness, injury, or other circumstances permitted by Federal law will contact their immediate supervisor or designated supervisor by telephone, voice mail, e-mail, or text within two hours of the earliest start time permitted by their schedule. The Supervisor will determine the means of notification. The Supervisor may change the notification requirements as the emergency situation evolves. If the emergency occurs during off-duty hours, the employee will contact his/her supervisor as soon as possible but no later than two hours of the earliest start time permitted by their schedule, so other staffing arrangements can be made before the start of that employee's shift/duty day. The Supervisor reserves the right to disapprove such leave requests. Employees are responsible for informing their supervisor of the expected duration of the absence, and will make follow-up notifications following each doctor visit if the incapacitation will be longer than seven calendar days. An employee's representative may notify the Supervisor and request sick leave on behalf of the employee if the employee is physically or mentally incapable.

d. **Sick Leave to Care for a Family Member with a Serious Health Condition.** An employee is entitled to use up to 12 weeks (480 hours) of sick leave each leave year to provide care for a family member with a serious health condition, which includes 13 days (104 hours) of sick leave for general family care or bereavement purposes (see paragraph e. below). If the employee previously has used any portion of the 13 days of sick leave for general family care or bereavement purposes in a leave year, that amount must be subtracted from the 12-week entitlement. If an employee has already used 12 weeks of sick leave to care for a family member with a serious health condition, he or she cannot use an additional 13 days in the same leave year for general family care purposes. An employee is entitled to no more than a combined total of 12 weeks of sick leave each leave year for all family care purposes.

e. Sick Leave for Family Care or Bereavement. An employee is entitled to use 104 hours (13 days) of sick leave per leave year to:

(1) provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;

(2) attend to a family member receiving medical, dental, or optical examination or treatment;

(3) provide care for a family member who would, as determined by the health authorities having jurisdiction or a licensed health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or make arrangements necessitated by the death of a family member or attend the funeral of a family member.

f. Family and Medical Leave Act (FMLA): Under the Family and Medical Leave Act of 1993 (FMLA), most Federal employees are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period. The employee will provide notice to the Supervisor of their intention to take leave not less than 30 calendar days before the date the leave is to begin or within a reasonable period of time due to unforeseeable circumstances IAW 5 CFR 630.1207. The Supervisor may require substantiating documentation from the Employee.

(1) FMLA may be invoked under the following circumstances:

(a) the birth of a son or daughter of the employee and the care of such son or daughter;

(b) the placement of a son or daughter with the employee for adoption or foster care;

(c) the care of spouse, son, daughter, or parent of the employee who has a serious health condition;

(d) a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions;

(e) any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

(2) Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM regulations for using annual and sick leave, for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an employee.

#### Section 4. Monitoring Sick Leave Usage and Other Absences:

a. The Supervisor has the authority and responsibility to monitor employee absences from the workplace that result in the use of sick leave or other categories of leave used for the purpose of sick leave. If sick leave abuse is suspected, the following steps may be taken:

b. Step 1. The supervisor will meet with the employee to discuss the suspected abuse. If this discussion doesn't resolve a supervisor's concern, the supervisor may request acceptable and definitive medical documentation to substantiate the sick leave usage for any period within the previous twelve months. The employee will provide documentation within 14 days upon Supervisor request. Medical documentation will be an original document with a statement and signature from a licensed health care provider, which verify the date, time, location, duration the patient was seen, and the reason and period of incapacitation, if any.

c. Step 2.

(1) The supervisor and employee will meet again to review the acceptable and definitive medical documentation provided and the employee's sick leave usage during the previous twelve months from the date of the initial supervisor/employee discussion of this matter.

(2) If this meeting fails to resolve the issue of suspected sick leave abuse (based on undocumented sick leave), the Supervisor may issue a leave restriction letter to the employee. No leave restriction letter will be issued prior to the second meeting of this process. Any leave restriction letter will be coordinated with the LMER specialist (AF employees) or NAF Human Resources (HR) Specialist (NAF employees) and it will outline the terms and conditions of employee leave usage and the consequences of continued abuse. A formal review of the employee's sick leave usage will take place not later than six months from the date the leave restriction letter was issued. If during this review no instances of undocumented sick leave usage are identified, the sick leave restrictions may be canceled at the discretion of the Supervisor. This sick leave abuse process does not include an employee's use of FMLA; however, it does include an employee's use of other categories of leave used for the purpose of sick leave.

Section 5. Excused Absence. Supervisors may, at their discretion, occasionally excuse an employee's absence from the work place for up to fifty-nine minutes. Excused absence is not intended for group dismissal such as at the end of a day prior to a holiday, in conjunction with an organization day event, or for weather related situations. Excused absence is to be used for responding to the individual circumstance of one employee. The granting of an excused absence should be the exception given the fact an employee can request annual leave in fifteen-minute increments and/or adjust his/her work schedule in order to accommodate their personal situation. In weather

emergencies, the liberal approval of annual leave is the appropriate means for dealing with the issue of early worksite dismissal.

Section 6. Administrative Leave. Administrative leave may be granted for non-duty related events sponsored by the Employer. Administrative leave does not involve curtailing an employee's scheduled tour of duty. Administrative leave for events unique to the garrison (i.e., limited to participation of bargaining unit employees of one or more garrison organizations) will be approved by the Garrison Commander. The Garrison Commander may approve administrative leave for events open to all bargaining unit employees. The event proponent will coordinate the administrative leave request with the Garrison Commander in advance to insure uniformity with regard to guidance and participation by all bargaining unit employees. These bargaining unit-wide events have an entire installation community focus. Examples include, but are not limited to, the Army Birthday/Flag Day Observance, Command Observance Events, Annual Wellness Fair, and the Holiday Tree Lighting Ceremony. The authorizing of administrative leave for an event does not mean automatic approval or release of the employee from his/her duty station to attend the event. The employee must still request and receive administrative leave approval from his/her supervisor.

Section 7. Organization Events. Activities such as holiday parties and organization days have value in building morale and workplace unity. To ensure there is consistency regarding when and how these events are conducted, the following criteria will be followed.

a. Each garrison Directorate, Management and Control Office, or Support Staff is authorized to hold two such organization events on duty time during a calendar year. The provisions of this section do not apply to events held outside of the normal duty day.

b. These organization events will be defined as a Holiday Party and an Organization Day.

c. The Director, Management and Control Officer, or Support Staff Primary will schedule their respective Holiday Party and/or Organization Day on a date that will have minimal impact on mission, workload, and customer support requirements. The Holiday Party (if held) will be scheduled between Thanksgiving Day and end of month January. Additionally, the Director, Management and Control Officer, or Support Staff Primary may authorize their respective sub-organizational elements to schedule their own event on an alternate date. The Directorate, Management and Control Office, or Support Staff will publicize the date, closure information, and point of contact in advance for the benefit of other staff sections.

d. Each garrison Directorate, Management and Control Office, or Support Staff is authorized to grant up to four hours of administrative time for each of these two events. The intent is for all participants to receive the same amount of administrative time. It is

recognized that adjustments to an employee's work schedule may be required in certain situations.

e. The time authorized for these events may not be increased by the granting of additional administrative time, authorizing an excused absence, or extending the authorized lunch period. Holding such events in conjunction with the established lunch period is acceptable.

f. Both events will be held on the installation. Locations other than the duty station are acceptable.

g. No alcoholic beverages will be consumed at such events, regardless of duty status.

h. Activities electing to hold only one event per calendar year may not combine the total hours authorized.

i. During such functions, there will be no early dismissal or excused absence prior to the conclusion of the planned event.

j. Employee participation in such events is strictly voluntary. Employees who elect not to attend such activities will remain in their duty station and perform normal work assignments. A liberal leave policy will be in effect for those employees opting to take annual during this time period. The normal leave approval process will be followed.

Section 8. Local Area Civilian Training. The sponsoring activity for each training event will specify the class schedule in advance of the event. For training events held on-post or in Sparta/Tomah, employees scheduled for a full day of training (i.e., defined as beginning not later than 0800 hours and ending not earlier than 1600 hours) will report to and be dismissed from the training site, regardless of their work schedule. For a morning training event scheduled as a half-day session (not less than 3 hours), the employee will report to the training site and upon completion of the training, then to his/her worksite. For an afternoon training event scheduled as a half-day session (not less than 3 hours), the employee will report to his/her worksite, then to the training site, but need not return to the worksite again following the completion of training. For any other on-post training which starts or ends at other than the employee's normally scheduled duty time, the employee will report to his/her duty station prior to or after the training event. Employees have a responsibility to attend all scheduled hours of the training event; arriving prior to the start of the training and not departing until the training is completed. Instructors may designate the break schedule for the class period.

Section 9. Court Leave. An employee, summoned to serve as a juror in a judicial proceeding or as a witness in a judicial proceeding in which the Federal, State, or local government is a party, is entitled to court leave. If the jury or witness duty responsibility ends before 1200 hours, the employee will report back to his/her worksite. All morning hours will be considered as court leave. If the jury duty responsibility is scheduled to

begin after 1200 hours, the employee will first report to his/her worksite and then be released in time to arrive at the site designated by the court. The employee will be in a court leave status from the time of release.

Section 10. Blood Donations. An employee who volunteers as a blood donor without compensation, through either blood drives or emergency calls for blood, may be authorized up to four hours administrative leave for this purpose. The administrative time approved commences with the employee's departure from the workplace and runs consecutively. Each employee should request this absence at least five workdays in advance so that the supervisor can assess the workload to determine if the request can be approved. When workload will not permit, absence may be reduced in time or denied. The Supervisor reserves the right to inspect an employee's donor card.

#### ARTICLE 3-4 WORKING CONDITIONS AND HEALTH, SAFETY, AND WELLNESS

Section 1. The Employer will provide a safe and sanitary workplace for all employees and shall comply with applicable health/safety laws, regulations, and OSHA standards. The use of all tobacco products to include cigarettes, cigars, cigarillos, smokeless tobacco, inhaled tobacco (including electronic nicotine delivery devices (e.g., e-cigarettes, e-pipes, and e-cigars)), and all other tobacco products designed for human consumption) is prohibited in all DA occupied workplaces except for designated outdoor smoking areas. Upon request, the employer will establish a designated outdoor smoking area in accordance with AR 600-63.

Section 2. Based on Employer requirements (safety, identification, branding, customer service, etc.) for a specific work center, the Employer may require employees to wear standardized clothing, uniforms, nametags, etc. The Employer will identify and furnish general issue safety clothing and personal protective equipment (PPE) for those work tasks that require the use of such items to perform their job safely. The Employer may consider Employee recommendations as to the type of safety clothing and PPE to be purchased to maximize comfort and protection. The Employer will establish the process and any cost limitations for the purchase and replacement of approved safety clothing and PPE due to fair wear and tear or unserviceability. Employees who have been issued safety clothing and PPE, and are required to wear such items when performing work, will wear these items only for the duty purpose intended. Employees are responsible for the cleanliness, care, and accountability of safety clothing and PPE. If an employee reports to work without such safety clothing and/or PPE, they will not be permitted to work and may be placed in an Absent Without Leave (AWOL) status. Unauthorized wear of safety clothing and PPE may be grounds for disciplinary action.

Section 3. The Employer will provide notice of severe weather conditions that may affect installation operations. Liberal leave shall be in effect during periods of severe weather.

Section 4. In the event of a work related injury or illness, employees will immediately notify their supervisor and seek medical attention if appropriate/desired. The Employer will support and-process workers' compensation program claims. Employees, in collaboration with the appropriate CPAC Representatives, will comply with applicable worker's compensation laws, rules, and regulations and complete and file the appropriate forms as soon as possible.

Section 5. As Employers or Employees identify safety hazards or risks not previously addressed, they will discuss and resolve those safety hazards with their supervisory chain of command and update their deliberate risk assessment form with appropriate mitigation measures to maintain a safe work environment. If the safety hazards or risks are not satisfactorily mitigated, the Employer or Employee will report them and proposed mitigation measures to the Installation Safety Office.

Section 6. Employees may request leave for the purpose of receiving treatment for alcohol or drug abuse. Employee misconduct or failure to perform due to an alcohol or drug abuse problem may result in adverse action, including removal.

#### ARTICLE 3-5 CHARITY FUND RAISING

All fundraising activities conducted on Fort McCoy are prohibited with the exception of the Combined Federal Campaign and those fundraising activities as outlined in AR 600-29, Fund-Raising within the Department of the Army.

#### ARTICLE 3-6 TELEWORK

Section 1. The Employer will consider and approve/disapprove requests for telework for a limited period of time due to medical related reasons. All requests for telework will be submitted in advance and as prescribed by policy, regulations, and guidance.

Section 2. All telework arrangements will require a written agreement with appropriate level of approvals. A sample agreement which outlines the conditions, responsibilities, and requirements of the employee and of the Employer is available from the DHR.

Section 3. All telework agreements will have as a minimum the following common standards:

- a. The Employer will furnish appropriate supplies and equipment.
- b. The employee will be responsible for providing high speed internet capability at their telework location. The Employer will not reimburse employees for any expenses incurred to comply with connectivity requirements.

c. There will be a procedure for property accountability/hand receipt of items used at the alternate work site.

d. Pay and entitlements will be based on the employee's official duty station, not an alternate worksite.

e. The Employer may visit the alternate work site after providing at least 24 hours (1 day) advance notice and explaining the purpose of the visit.

f. The employee must provide medical certification of his/her ability to perform assigned duties when telework is requested as an accommodation due to a temporary medical condition or disability.

g. Employees must have a most recent performance evaluation rated at successful or above and no documented disciplinary actions.

h. Prior to telework approval, the employee and the employee's supervisor will successfully complete telework training.

Section 4. This article is not intended to create an entitlement to telework, but sets forth the criteria to be considered when requesting and approving a telework arrangement.

#### ARTICLE 3-7 OUTSOURCING AND PRIVATIZATION (AF Employees Only)

The Labor Organization is concerned about the Employer using contracted services when bargaining unit positions may be jeopardized. The Employer will provide the Labor Organization data, e.g. pre-applied Retention Register, in accordance with OMB Circular A-76 reference outsourcing and privatization. The Employer will engage in negotiations with the Labor Organization in accordance with the Federal Service Labor-Management Relations Statute and this agreement regarding negotiable topics and the impact and implementation of outsourcing and privatization.

#### ARTICLE 4-1 GRIEVANCE PROCEDURE

Section 1. This article outlines the exclusive grievance procedures available to Employees, the Labor Organization, and the Employer for addressing all grievances which fall within its coverage and which are within the authority of the parties.

Section 2. Inasmuch as dissatisfactions arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on the Employer or the Employee's good standing, performance, loyalty or desirability to the organization. Most grievances arise from misunderstandings or disputes which can be settled promptly at the lowest level possible among Employees and Supervisors. The Labor Organization and the Employer agree to make every effort to settle grievances

informally and promptly at the lowest level possible. The Labor Organization further agrees that when Employees raise issues or complaints about the Employer's actions or inactions which the Labor Organization could reasonably be expected to know are proper and legal, the Labor Organization will advise the Employees that the Employer acted properly and legally.

Section 3. The Employee may have the right to seek resolution of a workplace issue or dispute through several means (e.g. Merit Systems Protection Board (AF employees only), Equal Employment Opportunity, and the formal negotiated grievance procedure); however, the Employee must select a single means for pursuing resolution. Once a means of resolution is selected, the same issue or any complaint derived from the same set of facts will not be pursued through another procedure or means. An employee shall be deemed to have exercised their right to raise the matter under either a statutory procedure or the negotiated procedure at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance, in accordance with this CBA, whichever occurs first.

a. Under the Federal Service Labor-Management Relations Statute, Section 7121, the following actions may be appealed to the Merit Systems Protection Board (NAF employees are not covered by MSPB) or addressed through this negotiated grievance procedure, but not both.

b. A removal, a suspension for more than fourteen days, a reduction in grade, a reduction in pay, or a furlough of thirty days or less.

c. Discrimination.

Section 4. A grievance means any complaint:

a. By any employee concerning any matter relating to the employment of the employee, or

b. By the Labor Organization concerning any matter relating to the employment of any employee, or

c. By any employee, the Labor Organization, or the Employer concerning:

(1) The effect or interpretation, or a claim of breach, of this collective bargaining agreement, or its amendments, or

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

Section 5. The following topics are excluded from the negotiated grievance procedure:

a. Matters relating to prohibited political activities on the part of Federal employees.

- b. Retirement, life insurance or health insurance issues.
- c. A suspension or removal made in the interest of national security.
- d. Any examination, certification or appointment made regarding a hiring action.
- e. The classification of any position which does not result in the reduction of grade or pay of an employee.
- f. (AF Employees only) An employee's discharge during a probationary or trial period under the pre-requisite that the Employer complied with notification requirements of 5 CFR §315.
- g. (NAF Employees only) An employee's discharge during a probationary or trial period.
- h. Non-adoption of a suggestion; approval or disapproval of a Quality Step Increase (QSI); performance based pay adjustment; performance award; honorary, monetary, or any other discretionary award.
- i. Non selection from a group of properly constituted candidates on a referral list.
- j. Issues where personal relief is not identified or not within the authority and/or capability of the Employer.
- k. Letters of proposed disciplinary or adverse action.
- l. The substance of the elements of an employee's position description and the content of an employee's performance objectives/responsibilities and standards. However, if the performance standards are absolute, not consistent with the duties and responsibilities of the position, or not attainable, then the Employee has the right to grieve.
- m. (NAF employees only) Action taken to which an employee voluntarily agreed.
- n. (AF employees only) Action taken to which an employee voluntarily agreed. However, if the Labor Organization believes that the action was a violation of this negotiated agreement and, even though the employee agrees with the action and does not want to initiate a grievance, the Labor Organization still has the right to file a grievance.
- o. Decision to conduct a Reduction in Force.

- p. (NAF Employees only) Separation from flexible employment (unless the separation is for BBA and the employee has been on the roles of the NAFI for 3 continuous years).
- q. (NAF Employees only) Separation from a RFT or RPT limited tenure appointment.
- r. (NAF Employees only) Allegations of discrimination on the basis of race, age, color, religion, sex, disability, or national origin. These cases should be referred to the EEO Office.
- s. (NAF Employees only) The content of published regulations applicable to NAF employees.
- t. Terminating a temporary promotion.
- u. (NAF employees only) Release of information and records from Army files.
- v. (NAF employees only) Separation for abandonment of position.
- w. (NAF employees only) Reassignment to a position at the same rate of pay and grade/level in the same appointment category and within the same command.
- x. (NAF employees only) Any matter that has its own review or appeal procedure stated as part of its regulatory provisions.
- y. (NAF employees only) Matters which the Inspector General or Auditor General accept for review.
- z. Any issue previously decided in an earlier grievance brought by the employee.
  - aa. (NAF employees only) Wage or salary rates or schedules established by appropriate authority. Management retains the right to set pay to obtain and retain employees based on market value of skills, and to adjust pay based on merit reasons related to individual employee performance.
  - bb. (NAF employees only) Official written reprimands.
  - cc. (NAF employees only) Management decisions regarding budget, workload, organization, and mission that result in a BBA. Decision to take a Business Based Action (BBA).

Section 6. Use of official time by Labor Organization Officers and Area Stewards as representatives in the formal grievance procedures will be in accordance with Article 5-2, Official Time.

## Section 7. Formal Grievance Considerations

a. If a bargaining unit Employee (Grievant) elects Labor Organization representation, the Grievant will ordinarily be represented by a garrison Area Steward at Step 1 of the formal grievance procedure. However, in certain circumstances, an Official of the Labor Organization may provide this representation.

b. If a Grievant requests Labor Organization representation, the Grievant and/or Labor Organization must provide written notice authorizing such representation to the designated Deciding Official, upon request.

c. The parties agree that this negotiated grievance procedure shall be the sole procedure to be used by the parties and the employees in the bargaining unit for resolving grievances. The Employer and the Labor Organization agree to share documents and information relevant to a grievance.

d. All grievance time limits are defined in "calendar days." Time limits begin the day after the conclusion of a meeting or receipt of an action as outlined within this article. Failure of the Employer to comply with the time limits of the grievance process will permit the employee to elevate the grievance to the next step. Failure of the Grievant or Labor Organization to comply with the time limits automatically cancels the grievance in its entirety. No further action or appeal is permitted.

e. Time limits at any step of the grievance procedure may be extended by mutual consent of the parties. Request for extensions to the grievance time limits may be initiated by either party and/or the employee. These extension requests must be written and submitted to the Deciding Official or Labor Organization representative at the appropriate step in the grievance procedure with a courtesy copy to the LMER specialist before the specified time limitations are reached. The Deciding Official or Labor Organization representative will respond within 5 days.

f. If a Garrison Director is the initial Deciding Official for a grievance, then the grievance process begins at Step 3.

g. For a Step 3 grievance, if the Labor Organization wants to request a Deciding Official change, then the Labor Organization has 7 days from identification of the Step 3 Deciding Official to submit a written request to the Employer, the Deputy to the Garrison Commander/Chief of Staff, and the LMER specialist, with a specific justification. The Employer will consider and respond with a written decision within 7 days of receipt to ensure the appropriate Deciding Official is appointed in accordance with this CBA. If the Employer declines to change the Deciding Official, the Employer will respond with a written decision explaining the reasons behind the decision.

h. Disciplinary Action Grievances. Proposed disciplinary actions are not grievable. However, after the disciplinary Deciding Official renders their decision and if the

employee wishes to grieve the decision, then the grievance process begins at Step 2 or 3 depending on who the grievance Deciding Official will be in accordance with figure 1.

#### Section 8. Formal Grievance Procedure.

a. The formal grievance procedure has three mandatory steps. Step 1 grievances may be written or verbal. Step 2 and 3 grievances will be in writing and contain sufficient information to:

- (1) Identify the basis for the grievance;
- (2) If appropriate, identify the specific article, section and/or paragraph which has allegedly been violated;
- (3) Address any attempts and outcomes of informal issue resolution; and
- (4) State the requested specific personal relief sought to facilitate timely resolution of the matter.

b. The Employer and Labor Organization will ensure their personnel follow all steps of this negotiated grievance procedure, in sequence, before a problem/issue can proceed to mediation and/or arbitration.

c. Formal Grievance Procedure Steps:

(1) **Step 1.** Any grievance, not resolved informally, may be initiated as a Step 1 grievance within 14 days of the act or occurrence, or the Grievant becoming aware of the act or occurrence.

(a) To initiate a Step 1 grievance, the Grievant or Labor Organization will notify the Deciding Official (normally first line supervisor), verbally or in writing, that they are initiating a Step 1 grievance. At time of notification, the Grievant or Labor Organization will provide as much information as known based on requirements IAW Section 8, paragraph a of this article.

(b) Upon notification of a Step 1 grievance, the Deciding Official has 7 days to initiate coordination for a grievance meeting to accommodate schedules of those concerned. If the Grievant is located at an off-post worksite, then the meeting may occur by telephone, e-mail, or other electronic means of communication.

(c) At the beginning of the Step 1 meeting, all participants must be informed that the purpose is to resolve the grievance at the lowest level. To assist supervisors and Grievants in resolution at the Step 1 meeting, it is recommended they utilize conflict resolution/problem solving techniques identified in paragraph g) below with the intent of reaching a verbal agreement. The Deciding Official should ascertain the facts in the

matter, review all pertinent documents pursuant to the grievance, and make an attempt at resolution.

(d) Whether or not a verbal agreement is reached, the Deciding Official must render a written decision and provide a copy to the Grievant and/or the Labor Organization representative within 14 days of completion of the Step 1 meeting. If self-represented, a written response will be provided to the Grievant with a copy provided to the Chief Steward. If represented by the Labor Organization, a written response will be provided to the Labor Organization Representative.

(e) Upon receipt of the Step 1 decision, the Grievant has 7 days to accept the decision, work with the Step 1 Deciding Official to clarify and correct discrepancies in the written decision, or reject the decision and elevate the grievance to Step 2. If the Grievant or Labor Organization elects to elevate the grievance to Step 2, they will follow the procedure as outlined in the Step 2 paragraph below.

(f) Failure of the Deciding Official to comply with the time limits at Step 1 permits the grievant to elevate the grievance to Step 2. Failure of the Grievant or Labor Organization to comply with the time limits automatically cancels the grievance in its entirety. No further action or appeal is permitted.

(g) Conflict resolution/problem-solving is a process to attempt to resolve the issue at the lowest level. For conflict resolution and problem-solving to be successful, all those involved must commit to a willingness to listen, to obtain all relevant facts, to explore all practical options, and be willing to share all information pertinent to the issue. One problem-solving technique is an interest-based approach. This approach consists of the following:

[1] Identify and explain the specific problem or issue to be addressed.

[2] Determine each party's specific interests in relation to the problem/issue at hand.

[3] Develop standards to use in evaluating potential solutions.

[4] Generate possible solutions to the identified problem/issue.

[5] Evaluate and discuss the potential solutions developed in (g) [4] above.

[6] Achieve a consensus based-solution. (The Deciding Official will provide a written record of the proceedings and decision.)

(2) **Step 2.** Any grievance, not resolved at Step 1, may be elevated to a Step 2 grievance within 7 days of notification of the Step 1 decision.

(a) To elevate the grievance, the Grievant or Labor Organization representative will notify the Step 1 and Step 2 Deciding Officials in writing of elevation to Step 2. Upon notification, the Deciding Official has 7 days to initiate coordination for a face-to-face grievance meeting to accommodate schedules of those concerned.

(b) The Labor Organization or Grievant will provide a completed, written grievance form and any additional supporting documentation, if available, to the Step 2 Deciding Official at least 48 hours prior to the agreed upon meeting date. If the Deciding Official has questions or needs clarification after reviewing the grievance form, then they will contact the respective Labor Organization representative or Grievant, if not represented, for additional information; however, this will not delay the Step 2 grievance meeting.

(c) The Step 1 Deciding Official will forward the Step 1 decision and associated supporting documentation to the Step 2 Deciding Official (normally the Division Chief).

(d) If the Grievant is located at an off-post worksite, then the meeting may occur by telephone, e-mail, or other electronic means of communication.

(e) At the beginning of the Step 2 meeting, all participants must be informed that the purpose is to resolve the grievance at the lowest level. The Step 2 Deciding Official may continue to utilize conflict resolution/problem solving techniques to resolve the issue. The Deciding Official should ascertain the facts in the matter, review all pertinent documents pursuant to the grievance, and make a further attempt at resolution.

(f) Whether or not a verbal agreement is reached, the Deciding Official must render a written decision and provide a copy to the Grievant and/or the Labor Organization representative within 14 days of completion of the Step 2 meeting. If self-represented, a written response will be provided to the Grievant with a copy provided to the Chief Steward. If represented by the Labor Organization, a written response will be provided to the Labor Organization Representative.

(g) The Grievant has 7 days to accept the decision or elect to elevate the grievance to Step 3. If the Grievant or Labor Organization elects to elevate the grievance to Step 3, they will follow the procedure as outlined in the Step 3 paragraph below.

(h) Failure of the Deciding Official to comply with the time limits at Step 2 permits the Grievant to elevate the grievance to Step 3. Failure of the Grievant or Labor Organization to comply with the time limits automatically cancels the grievance in its entirety. No further action or appeal is permitted.

(3) **Step 3.** Any grievance, not resolved at Step 2, may be elevated to a Step 3 grievance within 7 days of notification of receiving the Step 2 decision.

(a) With an elevation to Step 3, it is understood that Step 3 is the final step of the formal grievance process where the Employee, Employer, and the Labor Organization can resolve the grievance internally. To elevate the grievance, the Grievant or Labor Organization representative will notify the Step 2 and Step 3 Deciding Officials in writing of the elevation to Step 3. Upon notification of grievance elevation to Step 3, the Deciding Official has 7 days to initiate coordination for a grievance meeting to accommodate schedules of those concerned.

(b) The Labor Organization or Grievant will provide a completed, written grievance form and any additional supporting documentation, if available, to the Step 3 Deciding Official at least 48 hours prior to the agreed upon meeting date. If the Deciding Official has questions or needs clarification after reviewing the grievance form, then they will contact the respective Labor Organization representative or Grievant, if not represented, for additional information; however, this will not delay the Step 3 grievance meeting.

(c) The Step 2 Deciding Official will forward the Step 1 and Step 2 decisions and associated supporting documentation to the Step 3 Deciding Official (normally the Director).

(d) During the conduct of the meeting, the Step 3 Deciding Official may continue to utilize conflict resolution/problem solving techniques to resolve the issue. Regardless, the Step 3 Deciding Official will review all pertinent documents pursuant to the grievance and communicate with the grievant face-to-face (to include off-post worksite employees) to ascertain the facts in the matter, and make a further attempt at resolution.

(e) The Deciding Official must respond with their decision in writing to the Grievant and/or Labor Organization representative within 14 days. If self-represented, a written response will be provided to the Grievant with a copy provided to the Chief Steward. If represented by the Labor Organization, a written response will be provided to the Labor Organization Representative.

(f) The Grievant has 7 days to accept the decision. If not accepted, the Labor Organization has the right to determine whether to elevate the grievance to mediation and/or arbitration.

(g) Failure of the Deciding Official to comply with the time limits at Step 3 permits elevation of the grievance to mediation and/or arbitration. Failure of the Grievant or Labor Organization to comply with the time limits automatically cancels the grievance in its entirety. No further action or appeal is permitted.

Section 9. Figure 1 below outlines responsible parties and time limits. Time limits begin the day following receipt of the grievance/decisions.

## FORMAL GRIEVANCE PROCEDURE

Step	Initiating Grievant and Time (days) to Initiate Grievance	Representative	Deciding Official (DO)	DO Time to initiate coordination for Grievance Meeting (days)	DO Time to provide written decision (days)	Response Time (days) to Accept or Elevate
<b>Employee Initiated Grievances</b>						
1	Employee 14	Employee and/or Steward/Labor Organization Representative	First Line Supervisor and/or Second Line Supervisor*	7	14	7 Employee or Labor Organization Representative
2		Employee and/or Steward/Labor Organization Representative	Division Chief or Second Line Supervisor Designated Deciding Official	7	14	7 Employee or Labor Organization Representative
3		Employee and/or Labor Organization Representative	Director or Designated Deciding Official	7	14	7 Employee or Labor Organization Representative
<b>Group Initiated Grievances</b>						
1	Labor Organization 14	Employee(s) and/or Steward/Labor Organization Representative	First Line Supervisor and/or Second Line Supervisor*	7	14	7 Employee or Labor Organization Representative
2		Employee(s) and/or Steward/Labor Organization Representative	Division Chief or Designated Deciding Official	7	14	7 Employee or Labor Organization Representative
3		Employee(s) and/or Labor Organization Representative	Director or Designated Deciding Official	7	14	7 Employee or Labor Organization Representative
<b>Employer Initiated Grievances</b>						
1 / 2	Employer will only initiate a Grievance at Step 3					
3	Employer 14	Designated Official	Local President	7	14	7 Designated Deciding Official
<b>Labor Organization Initiated Grievances</b>						
1 / 2	Labor Organization will only initiate a Grievance at Step 3					
3	Labor Organization 14	Labor Organization	Designated Deciding Official	7	14	7 Designated Deciding Official

Figure 1

NOTE : If the second line supervisor is a Branch or Section Chief or equivalent, then they may hear a Step 1 grievance. The Division Chief, if a second line supervisor, will only participate at the Step 2 grievance.

Section 10. Group Grievances. If two or more employees initiate substantially identical grievances for the same problem/issue, the Labor Organization shall select one of those grievances for processing, and the resulting outcome of that grievance will be binding on all the other Grievant(s) concerned. When the provisions of this paragraph are invoked, the Labor Organization will include in the grievance the names of all Grievants to the matter and the name of the grievant whose grievance will be processed on behalf of all others. A Grievant may withdraw from a group grievance at any time before a decision is rendered. Such a withdrawal must be in writing and the employee may not then initiate the same or substantially similar grievance in his/her own name. If any Grievant(s) listed in the grievance accept the Employer's decision at any step of the grievance procedure, the grievance will continue for the remainder of the group. The Grievant(s) which accepts the decision will withdraw from the group grievance. Such a withdrawal must be in writing and the employee may not then initiate the same or substantially similar grievance in his/her own name.

## ARTICLE 4-2 MEDIATION AND ARBITRATION

Section 1. If the parties fail to settle any grievance using the negotiated grievance procedure, the Employer or the Labor Organization may submit a request to the Step 3 Deciding Official for mediation within 21 days after issuance of the final decision.

Section 2. Mediation. Both parties agree mediation is required prior to invoking arbitration. However, the Labor Organization reserves the right to determine which employee-initiated grievances can be elevated for mediation. 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, examination of witnesses, etc. will not be used. All participants will be encouraged to offer information freely, as no record of the proceedings will be made. If a mutually satisfactory settlement is not reached through this process, the mediator will provide an opinion as to how an arbiter might decide the grievance. All mediators will be from the Federal Mediation and Conciliation Service (FMCS). The cost of mediation, if any, will be borne equally by the parties. Travel and per diem of the mediator, when contributed to by the Employer, will be paid at not more than the maximum rates payable to Government employees IAW the current Joint Travel Regulations. The FMCS will assign the mediator unless both parties agree on a specific mediator.

Section 3. Arbitration. Only the Employer or the Labor Organization may invoke arbitration. The party invoking arbitration shall notify the other party (Labor Organization or Step 3 Deciding Official) no later than 21 days after receipt of the mediator's final opinion. The party invoking arbitration will pay all fees associated with

the initial request for FMCS services. The costs, fees, salaries, and expenses associated with the arbitration process shall be borne by the losing party (not including fees associated with the initial FMCS request). In those instances where the arbiter's award does not clearly sustain either parties' position, the Employer and the Labor Organization will equally share the costs, fees, salaries, and expenses associated with the arbitration process (not including fees associated with the initial FMCS request). The Employer will coordinate for a court recorder to produce a verbatim transcript for both parties and incur the initial associated costs.

a. The party invoking arbitration will request that FMCS provide a list of seven arbiters for consideration by the Employer and the Labor Organization and provide that list to the other party upon receipt. Upon receipt, the Employer and the Labor Organization shall meet within 7 days to select an arbiter. This time period may be extended by mutual agreement. If the parties do not agree on one of the arbiters, then the Employer and the Labor Organization will each strike one arbiter's name from the list of seven and shall then repeat this procedure. The remaining name shall be the duly selected arbiter. The first strike will be made by the party which requested arbitration. If the party invoking arbitration refuses to participate in this selection procedure, the arbitration will be cancelled and the party invoking arbitration will pay all costs. If the non-invoking party refuses to participate in this selection procedure, the party invoking arbitration will request direct designation of an arbiter from FMCS.

b. The party invoking arbitration may withdraw the grievance at any time prior to the hearing or submission of documentation to the arbiter. In such cases, any accrued costs, fees, salaries, and expenses associated with the arbitration process will be borne by the party invoking arbitration. If the Employer and the Labor Organization enter into a settlement agreement prior to receipt of the arbiter's decision, the Employer and the Labor Organization will equally share the costs, fees, salaries, and expenses associated with the arbitration process (not including fees associated with the initial FMCS request).

c. Travel and per diem of the arbiter, when contributed to by the Employer, will be paid at not more than the maximum rates payable to Government employees under the current Joint Travel Regulations.

d. The arbitration hearing or inquiry shall be held on the Employer's premises Monday through Friday between 0900-1500 hours Central Time, unless both parties mutually agree to extend the hours. All participants in the hearing, who are current employees, shall be in a duty status for the time necessary to provide testimony to the arbiter with the exception of Labor Organization representatives participating in the arbitration who will do so using the official time granted to them elsewhere in this agreement. Employees, whose attendance at a hearing or inquiry conflicts with their scheduled tour of duty, may be required to adjust their tour for the day(s) on which their presence is necessary at the hearing or inquiry.

e. Arbitration, as defined in this Article, will be conducted as oral proceedings. However, a verbatim transcript will always be required, as well as the filing of briefs. In order to conserve time and money, the arbiter shall first hear arguments regarding the arbitrability of the case at a separate hearing. If he/she determines the issue is arbitrable, a second hearing will be held to consider the merits of the case. The arbiter will render a decision within 30 days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit. The arbiter's award shall be binding on the parties, insofar as that award does not conflict with any law, DA regulation, or any other higher authority. Any dispute over the application of an arbiter's award shall be returned to the arbiter for settlement, including remanded awards. The arbiter has full authority to award reasonable attorney fees in accordance with the law. Either party may file exceptions to the arbiter's award with the Federal Labor Relations Authority in accordance with laws and regulations.

Section 4. Arbiters will comply with all established timelines within this CBA. All arbiter decisions and remedies will comply with law, agency regulation, and any decisions/findings from the Comptroller General or Government Accountability Office. The arbiter shall have no authority to add to or otherwise modify the terms of this CBA.

#### ARTICLE 4-3 UNFAIR LABOR PRACTICE (ULP) PROCESS

Section 1. The Federal Service Labor-Management Relations Statute provides for the Labor Organization, the Employer, or an employee to obtain relief if the labor relations statute has been violated. These actions are filed with the Federal Labor Relations Authority (FLRA) as Unfair Labor Practices (ULP). In accordance with the Statute, no complaint shall be issued on any alleged unfair labor practice which occurred more than 6 months before filing a ULP with the FLRA. This negotiated ULP process is a three-part process.

a. Part 1 is the Notice of Intent to File a ULP and the attempt at resolution between the Charging and Charged parties.

b. Part 2 is an elevation of the Notice of Intent to File, if the issue is not resolved at Part 1.

c. Part 3 is the filing of the ULP with the FLRA, if the issue is not resolved at Part 2.

d. The following is the process for submitting a Notice of Intent to File a ULP or written response for Parts 1 and 2 of the ULP Process. The Charging Party will place "Notice of Intent to File a ULP Part 1" in the box "Case No." on their respective FLRA Form prior to submission. If the notice is an elevation to Part 2, the Charging Party will update the FLRA ULP Form and place "Notice of Intent to File a ULP Part 2" in the box "Case No."

(1) If the Labor Organization is filing a ULP against the Employer, a completed FLRA Form 22, "Charges Against an Agency," must be sent to the Director of Human Resources and courtesy copied to the Deputy Garrison Commander/Chief of Staff (DGC/COS) and LMER Specialist to initiate each Part of this ULP Process. Failure to send the notification to all parties cancels the ULP.

(2) If the Employer is filing a ULP against the Labor Organization, a completed FLRA Form 23, "Charges Against a Labor Organization," must be sent to the President of the Labor Organization and courtesy copied to the Deputy Garrison Commander/Chief of Staff (DGC/COS) and LMER Specialist to initiate each Part of this ULP Process. Failure to send the notification to all parties cancels the ULP.

e. Routing Lists.

(1) If the charging party is the Labor Organization, the routing for all notices and responses is to the Director of Human Resources with courtesy copy to the Deputy Garrison Commander/Chief of Staff (DGC/COS) and LMER Specialist.

(2) If the charging party is the Employer, the routing for all notices and responses is to the President of the Labor Organization with courtesy copy to Executive First Vice-President, the Director of Human Resources, the Deputy Garrison Commander/Chief of Staff (DGC/COS) and LMER Specialist.

Section 2. Part 1: The Charging Party will first issue a written notice of intent to file a ULP to the Charged Party.

a. That Notice of Intent to File will include:

(1) Identify which one or more of the following subsections has or have allegedly been violated within 5 U.S.C. 7116 (a), (b), and/or (c).

(2) For the basis of the charge, write a clear statement of facts; be brief and factual, rather than providing opinion. Describe what happened that constitutes an unfair labor practice, who did it, where it occurred and when.

(a) Give dates and times of significant events as accurately as possible.

(b) Give specific locations when important, e.g., "The meeting was held in the auditorium of Building 36."

(c) Identify who was involved by title, e.g., "Chief Steward Pat Jones" or "Lou Smith, the File Room Supervisor."

(d) Tell what happened, in chronological order.

(e) Provide a detailed description of the relief sought.

(3) Identify whether this same matter was raised in another forum. If yes, then state which forum and when.

b. Notices of Intent to File a ULP, which do not fulfill the requirements as outlined in paragraphs 1) – 3) above, will be returned no more than one time by the Charged Party to the Charging Party requesting specific clarification. The Charging Party has up to 7 days to provide clarification. Upon receipt of clarification, the Charged Party and the Charging Party will meet within 7 days to discuss the issue and explore resolution. Regardless of whether the issue is resolved, the Charged Party will provide a written response within 7 days after the parties met, which will capture the issue, date and timeframe of meeting, points of discussion, resolution, or attempts at resolution.

Section 3. Part 2. If the issue is not resolved, the Charging Party may elect to elevate the issue within 14 days of receiving the Part 1 written response. The charging party must elevate by sending the Notice of Intent to File a ULP to the charged party routing list (Section 1, Paragraph e 1) or 2)). Upon receipt of elevation notice, the charged party will designate a Deciding Official who will meet with both parties and attempt to resolve the issue within 7 days. Regardless of whether the issue is resolved, the Deciding Official will provide a written response within 14 days after the parties have completed the required meeting(s), which will capture the issue, date and timeframe of meeting, points of discussion, resolution, or attempts at resolution. The Deciding Official will send the response to the Charging and Charged Parties' routing lists (Section 1, Paragraph e 1) or 2)).

Section 4. Part 3. If the issue is not resolved and the Charging Party elects to proceed, they must file the ULP to the FLRA within 14 days of receipt of the Part 2 Deciding Official response. The Charging Party will provide a copy to the Charged Party's routing list (Section 1, Paragraph e 1) or 2)) upon submission to the FLRA. Failure to file the ULP within the 14 days, as allowed by this negotiated process, terminates the process, closes the case, and prohibits filing the ULP at any point in the future.

Section 5. Time Limits. Time limits may be extended through mutual agreement of both parties. However, failure of the Charged Party to comply with the time limits at any Part, permits elevation of the Notice of Intent to File a ULP. Failure of the Charging Party to comply with the time limits at any Part, automatically cancels the Notice of Intent or Filing of a ULP. No further action or appeal is permitted.

## UNFAIR LABOR PRACTICE (ULP) PROCESS

Part	Action	Time Limits
1	Written Notification of Intent to File a ULP to the Charged Party, utilizing the appropriate standard FLRA ULP Form.	Starts the process.
	Meeting between Charging Party and Charged Party to clarify and resolve the issue.	Within 7 days
	If the issue is resolved, the Charged Party documents the resolution and forwards it to the Charging Party's routing list for signatures and the ULP process ends. If the issue is not resolved, the Charged Party provides a written response to the Charging Party's routing list.	Within 7 days
2	If the Charging Party elects to elevate, they will submit an updated Intent to File a ULP to the Charged Party's routing list. The Charged Party will designate a Deciding Official who will meet with both parties and attempt to resolve the issue.	Within 14 days of receiving Part 1 written response.
	Meeting among Deciding Official, Charging Party, and Charged Party to attempt to resolve the issue.	Within 7 days
	Deciding Official attempts to resolve the issue.  If the issue is resolved, the Deciding Official documents the resolution and forwards it to the Charging and Charged Parties' routing lists for signatures and the ULP process ends.  If the issue is not resolved, the Deciding Official provides a written response to the Charging and Charged Parties' routing lists.	Within 14 days
3	If the Charging Party elects to elevate, they file the ULP with the FLRA and provide a copy to the Charged Party's routing list.	Within 14 days of receiving written response.

## ARTICLE 5-1 REPRESENTATION

Section 1. The Employer agrees to recognize the Officers, Area Stewards, and other duly elected and appointed representatives of the Labor Organization and will work with them in a mutually beneficial manner regarding issues and/or administration of this CBA. As expected with all Federal Employees, the Labor Organization and Employer will conduct themselves with decorum, restraint, and professionalism.

### Section 2.

a. To ensure equitable representation and mission accomplishment without overburdening bargaining unit employees, the Labor Organization will appoint no more than one Area Steward from each garrison directorate, support staff office, or management and control office, with the exception of two Area Stewards for the Law Enforcement Branch and two Area Stewards for the Fire and Emergency Services Branch. Additional Area Stewards may be authorized to meet circumstantial situations as agreed to by the impacted Employer organization.

b. The Labor Organization is authorized 7 Area Stewards to support AF and NAF Bargaining Unit employees. The number (7) of Area Stewards was determined using a formula of one Area Steward per 60 employees throughout the bargaining unit.

c. Area Stewards will perform representational duties within their Employer organization (garrison directorate, garrison management and control office, or garrison support staff office) and may provide representation to other Employer organizations, if no Area Steward is available. Area Stewards may receive, investigate, prepare, and present employee complaints, grievances and appeals during duty hours, on official time as per Article 5-2 of this CBA.

Section 3. The Labor Organization shall provide the Employer a roster of all Labor Organization Officers and Area Stewards. This roster will include full name, Labor Organization position, employing organization, employee government and/or personal phone number and e-mail address. Changes to this roster will be provided to the Employer within seven days of the change. Administration and representational duties as stated in Section 1 above will be performed only by the Labor Organization Officers and Area Stewards on the roster provided by the Labor Organization and on-file with the Employer.

Section 4. The Labor Organization agrees to comply with negotiated work center and installation access guidance, procedures, restrictions, and constraints.

Section 5. The Labor Organization Officers and Area Stewards shall not use their positions or attempt to perform representational duties for any action, matter, issue, problem, or concern outside the scope of this CBA. No employee may serve as a Labor Organization Officer or Area Steward if such service would result in a conflict of interest or apparent conflict of interest.

## ARTICLE 5-2 OFFICIAL TIME

Section 1. General. The intent of this agreement is to achieve the efficient accomplishment of the organization's mission within the parameters of the Federal Service Labor-Management Relations Statute, to provide a means for discussion and resolution of matters subject to labor-management negotiation, and to provide for the administration of this CBA. Therefore, the Employer and the Labor Organization agree that Labor Organization Officers and Area Stewards need official time to conduct their representational responsibilities, in lieu of their normal work duties, for bargaining unit employees (regardless if dues paying or not). The Statute discusses official time in four sections:

a. Section § 7131(a) discusses official time in the context of collective bargaining agreement negotiations: "Any employee representing an exclusive representative in the negotiation of a collective bargaining agreement under this chapter shall be authorized

official time for such purposes, including attendance at impasse proceeding, during the time the employee otherwise would be in a duty status.”

b. Section § 7131(b) specifies that official time is available for representational tasks only — and not available for internal union business. Section § 7131(b) states, “Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.” Other prohibited uses of official time include, but are not limited to:

- (1) Using official time during an overtime or compensatory period of time;
- (2) Representing an employee who has retained outside legal counsel in cases involving the Merit Systems Protection Board (MSPB), the Equal Employment Opportunity Commission (EEOC), the Federal Employment Compensation Act (FECA) (Worker’s Compensation cases), and cases filed under the statutory appellate process;
- (3) Election of Union officials, inclusive of all related activities, e.g., campaigning, distribution of campaign literature, preparation of voting materials, casting of ballots, etc.;
- (4) Preparation and distribution of any internal news bulletin or newspaper;
- (5) All organizing activities, open houses, or soliciting membership;
- (6) Attendance at local, state, or national conventions or similar events which discuss internal business; and
- (7) Performance of administrative functions related to labor organization benefits.

c. Section § 7131(c) discusses when official time might be authorized for proceedings before the Federal Labor Relations Authority (FLRA), stating, “Except as provided in subsection (a), the Authority [FLRA] shall determine whether any employee participating for, or on behalf of, a labor organization in any phase of proceedings before the Authority shall be authorized official time for such purpose during the time the employee otherwise would be in a duty status.” In other words, the FLRA can authorize official time for employees representing the union in any phase of proceedings before the Authority. This would include unfair labor practice proceedings, bargaining unit representation proceedings, etc.

d. Section § 7131(d) sets forth the general provisions governing all other requests for official time: “Except as provided in the preceding subsections of this section – (1) any employee representing an exclusive representative, or (2) in connection with any other matter covered by this chapter, any employee in an appropriate unit represented by an exclusive representative, shall be granted official time in any amount the agency

and the exclusive representative involved agree to be reasonable, necessary, and in the public interest.” Negotiated official time for representing bargaining unit employees on matters covered by the Statute is as follows:

(1) Labor Organization Officers, not including Area Stewards, are authorized to request a collective total of 2080 hours of official time for representational purposes [see Section § 7131 (d)] each calendar year. Within the 2080 hours, the Labor Organization Officers, collectively, are authorized a total of 24 hours per pay period of accountable block time. Official time required for collective bargaining [see Section § 7131(a)] and FLRA appeals [see Section § 7131 (c)] is not counted against the 2080 hours for representation. The Employer will recognize four Labor Organization Officers for accountable blocked official time – President, Chief Steward, 1<sup>st</sup> Vice President, and 2<sup>nd</sup> Vice President. No other provision in this negotiated agreement shall be interpreted as authorizing more time than has been stated in this Article.

e. Official time for representation includes, but is not limited to:

(1) Only bargaining unit employees in US Army Garrison Fort McCoy. The Employer will not grant any official time to the Labor Organization to represent employees in another bargaining unit outside of US Army Garrison Fort McCoy;

(2) Representing bargaining unit employees in Formal and Weingarten meetings with the Employer/Management (refer to Articles 1-6 and 1-7);

(3) Facilitating implementation of new workplace initiatives that enhance employees’ ability to effectively serve the public;

(4) Representing employees in grievances and disciplinary actions; and training Labor Organization Area Stewards in their representational duties;

(5) Authorized while on Temporary Duty (TDY), to include travel to and from the TDY location, in support of authorized (non-internal business) labor organization related activities. The Employer will not pay for TDY or per diem in support of any labor organization related activities; and

(6) If the Employer or Labor Organization has questions regarding the official time request and purpose, they may consult with the LMER Representative.

f. It is agreed that activities concerned with the internal management of the Labor Organization and activities not specifically authorized by the terms of this agreement shall be performed only during non-duty hours or while in a leave status. Non-duty hours include lunch periods, but not break periods.

Section 2. Accountable Block Time.

a. Labor Organization Officers within the Fort McCoy bargaining unit are collectively authorized 24 hours per pay period of accountable block time to accomplish their representational duties. Labor Organization Officers will minimize their absences from their work place so that the time spent away from the work center adds value to the labor-management relationship, minimizes the impact on mission accomplishment, improves customer service, and minimizes operating costs related to that Officers' absence.

b. Labor Organization will maintain an established accountable block time schedule and provide copies to the Employer and LMER. However, if the Labor Organization plans to change the established schedule, then the Labor Organization will provide the Employer the accountable block time schedule 60 days prior to implementation or change to minimize impact on work schedules and employees. If the change to the accountable block time schedule will impact the mission, the Employer retains the right to change or delay the effective date.

c. The Labor Organization and Employer agree that, from time to time, Labor Organization Officers' work schedule changes may be necessary to support a mission requirement. Either the Labor Organization Officer or the first line supervisor may initiate such changes. Normally within 24 hours, both parties will mutually agree upon this work schedule change.

d. The supervisor and the Labor Organization Officers are responsible to verify and manage the use of official time, ensuring it is reasonable, necessary, and in the public interest. Therefore, Labor Organization Officers will maintain a record, justifying accountable block time, which contains the same categories of information as required on the Fort McCoy Official Time Request (OTR) form. It is improper for a supervisor or manager to ask a Labor Organization Official or Area Steward the specifics of their absence when the employee is involved in a grievance/representational matter. At the end of each respective pay period, Labor Organization Officers will submit their time card and a copy of the Fort McCoy Accountable Official Time form as supporting documentation in support of The Chief Financial Officers Act of 1990, Public Law 101-576, and IAW OPM Time and Attendance procedures. Supervisors are then responsible for verifying, certifying, and submitting the time card and supporting documentation IAW their organization's time and attendance procedures.

e. When contacted during work by employees who want labor organization representation, Labor Organization Officers will tell employees they are not on official time and the employee will need to schedule an appointment to discuss the issue. The Labor Organization Officer may advise the employee when they are available so that the matter may be discussed in further detail. Supervisors, employees, and Labor Organization Officers are accountable to ensure they are in appropriate status when conducting union representational work. The intent of this paragraph is to address conversations (to include electronic means of communication) of short duration and do not require official time.

Section 3. Requesting and Approving Official Time. The Employer and Labor Organization agree that Labor Organization Officers and Area Stewards shall, upon request, be granted official time of short duration not to exceed two hours for purposes authorized by the Federal Service Labor–Management Relations Statute on a case-by-case basis. It is improper for a supervisor or manager to ask a Labor Organization Official or Area Steward the specifics of their absence when the employee is involved in a grievance/representational matter. Respect for the confidentiality of such matters is in the best interest of all concerned. The Employer and Labor Organization also agree that Supervisors and Labor Organization Representatives will document the use of requested official time.

a. When contacted during work by employees who want labor organization representation, Labor Organization Representatives will tell employees they are not on official time and the employee will need to schedule an appointment to discuss the issue. The Labor Organization Representatives may advise the employee when they are available so that the matter may be discussed in further detail. Supervisors, employees, and Labor Organization Representatives are accountable to ensure they are in appropriate status when conducting union representational work. The intent of this paragraph is to address conversations (to include electronic means of communication) of short duration and do not require official time.

b. When in the performance of representational duties and a Labor Organization Representative needs to meet with an employee (grievant or witness), the Labor Organization Representative will advise the supervisor of the individual(s) he wishes to interview and the general nature of the issue. If the employee is not available, the supervisor and Labor Organization Representative will agree upon a time for the representative to meet with the employee(s).

c. The Labor Organization Representative's supervisor is responsible for approving official time. A Labor Organization Representative who needs official time will submit the Fort McCoy OTR form to his first line supervisor, acting supervisor, or successive levels of supervision in the absence of the first line supervisor, as early as possible to allow the supervisor to balance mission accomplishment while minimizing the impact on the workforce. The purpose of the form is to establish a system for both parties to document the purpose for which official time is granted, the amount of time granted, and to submit as supporting documentation with the pay period timecard for time keepers to log and retain in support of the Chief Financial Officers Act 1990, Public Law 101-576, which require each civilian pay financial transaction have the necessary supporting documentation.

d. The completed form should supply sufficient information so the supervisor may render a decision as to whether the nature of the request is representational and whether the amount of time meets the statutory standard, e.g. is reasonable, necessary and in the public interest.

e. Factors to be considered in approving/disapproving the request are whether the official time is reasonable, necessary and in the public interest. To determine “reasonableness,” the supervisor must strike a balance between the operational requirements of the work unit and the grievant’s right to be represented in a timely manner. “Necessary” refers to the amount of time that is required to accomplish the task for which time is requested.

f. Within 24 hours of receipt of the OTR form, the supervisor will concur, if consistent with workload requirements, or establish a more practical time for the absence, which is mutually agreeable; or disapprove the request in writing with justification and return to the Labor Organization Representative.

(1) Prior to leaving, the Labor Organization Representative will sign out with their departure time on the approved OTR form. Upon return to their work center and before resuming his/her assigned duties, the Labor Organization Representative will notify their supervisor of their return to duty and sign in on the approved OTR form. The supervisor has an option to allow the OTR form to be completed in advance when the supervisor approves the time through the end of the workday. The Labor Organization Representative will maintain and submit a copy of the completed OTR form with the pay period time card to their supervisor. The supervisor will sign and validate the time card and forward to the organization’s time keeper with all supporting documentation.

(2) On occasion, discussions between the Labor Organization representative and the employee may take longer than originally anticipated. In these cases, both may contact their supervisors to notify them of the need to extend the anticipated return time. If the extension is more than one hour it must be approved by the supervisor in advance.

Section 4. Secondary Time and Attendance (T&A) Codes for Official Time. Once a Labor Organization Representative completes and accounts for official time, they will enter one of the following secondary Time and Attendance (T&A) Codes on their pay period timecard for submission to their supervisor.

a. Term Negotiations (T&A Code “BA”): This is official time Labor Organization Representatives will request and use to prepare for and negotiate a basic collective bargaining agreement or its successor with the Employer.

b. Mid-Term Negotiations (T&A Code “BB”): This is representational official time used to bargain with the Employer over issues raised during the life of this CBA. This includes Impact and Implementation (I&I) Bargaining situations as outlined in Article 1-5, Negotiable Topics.

c. Grievance and Appeals (T&A Code “BK”): This is representational official time used to represent an employee in informal dispute resolution and the formal grievance process. These activities include counseling, investigation, preparation, and presentation of a grievance. It also includes mediation, arbitration, and processing

bargaining unit employee appeals to the various administrative agencies such as the Merit Systems Protection Board, Federal Labor Relations Authority, Equal Employment Opportunity Commission, and, as necessary, the courts.

d. Labor-Management Relations (T&A Code "BD"): This is representational official time used for meetings between the Labor Organization and the Employer to discuss general conditions of employment, labor relations training for labor organization representatives, and labor organization preparation and participation in formal discussions.

Section 5. Leveraging Technology. The Employer and the Labor Organization have a common interest in reducing and minimizing expenses in connection with representation, maximizing response time, and supporting the mission. Therefore, the parties agree that voice and digital communications are the preferred means to exchange information and handle representational functions, when appropriate. This does not replace the need for face-to-face contact or meetings. Both parties shall make every effort to ensure that the content of their communication is clear and understandable to all involved.

Section 6. Training.

a. Each Area Steward will be authorized one hour of official time per month to attend labor relations training with respect to representational duties, current agency policies, procedures and regulations.

b. The Labor Organization will submit a training request to the Director, DHR at least one full pay period in advance of the requested training to allow the Employer to evaluate the proposed training and the impact on work. The request will contain a description of the training, location, date, and amount of official time requested. If the Employer determines that the training subject is mutually beneficial to both the Employer and the Labor Organization, the Employer may approve the training if it does not interfere with the operational and mission requirements. However, Labor Organization Officers not on block time and area stewards will submit a request for official time to their supervisors to attend the training.

c. On a case by case basis, additional training time for select Area Steward(s) to receive advanced labor relations training, which exceeds the allotted time in Section 6.a., may be requested utilizing the OTR form.

d. The Labor Organization agrees that no internal Labor Organization business will be conducted during these sessions. The Labor Organization will provide the Employer an agenda of the training program, if requested. The Labor Organization agrees to keep an attendance record of the Labor Organization personnel attending each training session and that management will be provided a copy of this record, if requested. The Employer officials may attend this training, provided written notification is given to the Labor Organization in advance of the training session.

e. When a new Area Steward is designated, Employer will permit the Area Steward up to four hours of official time to receive an orientation on the administration of this CBA no later than one month from the date of designation. This is over and above the authorized training in Section 6.a.

Section 7. Official Time Abuse/Improper Use. Both parties share the common goal of resolving representational issues as quickly as possible and at the lowest level. Whenever the Employer has cause or reason to believe that official time is allegedly being used improperly and/or abused, the Employer will discuss the specific allegations with the Labor Organization individual. The Employer may take corrective action, as necessary, however, the Labor Organization individual retains the right to follow grievance procedures.

Section 8. The intent of this section is for Employer and Labor Organization to find a mutually agreeable schedule benefiting the Employer and the Labor Organization. Labor Organization Officers will be authorized to participate in any alternate work schedule arrangement as permitted by this negotiated agreement. Work schedule options are subject to mission, workload, and customer support requirements. Leave schedules for these positions will be prepared in accordance with Article 3-3 of this negotiated agreement. The employee's own organization will maintain time and attendance cards and supporting documentation.

Section 9. All Labor Organization Officers and Area Stewards are expected to meet the standards of performance for the duties of their positions. Duty time used in accordance with this agreement will be treated as any other approved absence in all personnel actions, including performance appraisals. Management is not authorized to evaluate a Labor Organization Officer's, Area Steward's, or representative's performance or make reference to labor-management activities in the employee's performance rating.

Section 10: There shall be no restraint, coercion or discrimination against any Labor Organization Representative because of the performance of duties in consonance with this Agreement, or against any employee for filling a complaint or acting as a witness under this Agreement and/or applicable laws and regulations.

### ARTICLE 5-3 USE OF OFFICIAL FACILITIES/SUPPORT SERVICES

Section 1. This article applies to Labor Organization elected officials, who are employed within the U.S. Army Garrison Fort McCoy workforce. The Employer will provide office space for Labor Organization use when performing representational duties. The Labor Organization will ensure they maintain a clean and professional work environment in occupied facilities. The office space, at a minimum, will consist of:

- a. Two offices/rooms which can be secured.

- b. One room capable of establishing three distinct work stations.
- c. Access to shared common areas.
- d. Access to shared conference room/meeting space.

Section 2. The Labor Organization may request the occasional, temporary utilization of Employer facilities for authorized purposes IAW the Federal Service Labor-Management Relations Statute and this CBA. This request will be in writing, forwarded to an official designated by the Employer, and include the following information: specific purpose, date and time, duration, suggested location, and individual responsible for cleaning and securing the facility upon completion of the use. The Employer will determine the location and conditions associated with the utilization of Employer facilities and approve or disapprove the Labor Organization's request. The Labor Organization will comply with all terms, conditions, constraints, and restraints directed by the Employer. For internal business, the Labor Organization may use Employer facilities during non-duty hours, if approved and subject to availability.

Section 3. If the Employer determines it is necessary for the Labor Organization to vacate existing office space, then the Employer will give the Labor Organization a 30-day advance written notice to vacate, exigent circumstances excluded with ability to request an extension. In the notice, the Employer will identify new office space location, as well as, also provide support to move existing furniture and supplies.

Section 4. The Employer will provide interoffice mail services to the Labor Organization consistent with those provided to other USAG Fort McCoy organizations. These interoffice mail services are for the conduct of approved Labor-Management business. Utilization for internal Union business is prohibited. The Labor Organization is not authorized use of the United States Postal Service or any other mail or package delivery service at the Employer's expense.

Section 5. Labor Organization Officers and Area Stewards are not authorized Government transportation services.

Section 6. Employer Office Equipment and Services.

a. The Employer agrees to provide the Labor Organization Officers the following for official business only:

- (1) Two computers within warranty;
- (2) Three dedicated on-post telephone lines;
- (3) If available in an Employer occupied and maintained facility, access to Employer-managed audio, visual, and reproductive equipment;

(4) Keys for office space access;

(5) A shared server folder on the NEC maintained server for Labor Organization digital files;

(6) Cable TV access as long as the Employer maintains a contract; and

(7) Utilization of Employer shredding services.

b. Labor Organization officials and stewards may use Employer managed office equipment within their work centers to communicate with bargaining unit employees, Employer officials, and other agencies/individuals during the course of executing their representational duties. Each communication event will not exceed seven minutes, will not consistently recur, and will not impact mission, workload, and customer support requirements.

c. The Employer shall afford the Labor Organization to hand receipt for surplus/excess office furniture and equipment (when available).

d. If the office space is in a current Employer occupied facility, the Employer will maintain and clean the office space IAW its custodial service contract. If the office space is in a stand-alone facility, then the Labor Organization accepts responsibility for utilizing custodial services on a reimbursable basis or cleaning the facility themselves during non-duty time.

e. The Labor Organization will inform the Employer of any facility hazards or suggested building repairs. The Labor Organization assumes responsibility for any damages to the office space that may occur and are not attributable to fair wear and tear.

f. The Labor Organization will be responsible for the security of any office space and furnishings, which they have physical control over, and such security shall be maintained in accordance with applicable regulations.

Section 7. The Employer will provide four square feet of space to the Labor Organization on one existing bulletin board in each installation directorate, installation support office, and garrison management and control office if bargaining unit personnel perform their primary work in that location, but not more than one bulletin board per building when occupied by more than one garrison organization. The Labor Organization will not post inflammatory, anti-management, or uncomplimentary propaganda. The Employer reserves the right to check the condition and content of bulletin board space and take necessary action to ensure compliance with this agreement.

Section 8. The Employer agrees to furnish at no cost an identifying sign posted outside the Labor Organization office in conformance with other installation signage.

#### ARTICLE 5-4 DUES WITHHOLDING

Section 1. Any bargaining unit employee, who is a member of the Labor Organization, may pay dues through payroll deductions. Dues deductions will stop when the employee leaves the bargaining unit, submits a timely dues revocation form, or ceases to be a member in good standing with the Labor Organization. The Employer will process requests for establishment and revocation of payroll deduction for Labor Organization dues promptly. All payroll deductions and transmittals will be made at no cost to the Labor Organization.

Section 2. The Labor Organization agrees to provide, in writing, the following information to the supporting civilian payroll office(s) or NAF Personnel Division, CPAC.

- a. The dues withholding amount or the change in the dues withholding amount.
- b. The names of Labor Organization Officers who are responsible for certifying changes in dues payroll deductions.
- c. The name and address of the payee to whom the dues remittance checks will be made to.

Section 3. To have dues withheld, the employee and Labor Organization will complete an SF 1187, or other approved OPM form, and forward to the appropriate supporting civilian payroll office or NAF Personnel Division, CPAC.

Section 4. An employee may request revocation of dues withholding by submitting a SF 1188 or other approved OPM form to the Labor Organization within 30 days prior to the member's anniversary date. The Labor Organization will then forward the form to the appropriate supporting civilian payroll office(s) or NAF Personnel Division, CPAC. The Labor Organization must provide a member with their anniversary date upon request.

#### ARTICLE 5-5 WAGE SURVEYS

The Employer and the Labor Organization recognize that the Civilian Personnel Advisory Center (CPAC) Fort McCoy, in collaboration with OPM and DoD, conducts annual federal wage system surveys. CPAC notifies government entities within the survey area which may include tenant organizations on Fort McCoy. The Labor Organization has the right to participate and can nominate either bargaining unit employees and/or officials of the Labor Organization to serve as data collectors (and alternates) during wage surveys. The Labor Organization will nominate bargaining unit employees by submitting a request for official time (dates, time, and purpose) to the

Director of the respective Employer staff organization. Prior to approval, the Director will consider impact on mission, workload, and customer support requirements. If approved, the Labor Organization will notify the employee of their participation. Employees may be required to modify their duty schedule. If disapproved, the Employer may identify an alternate employee to support the request.

#### ARTICLE 5-6 DISTRIBUTION OF THE CBA TO THE LABOR ORGANIZATION

The Employer will make this CBA available through electronic means. At no cost to the Labor Organization, the Employer will provide a one-time issuance of 200 paper copies and 100 computer discs of this negotiated agreement. The negotiated agreement will be available on the garrison's Share Point website or future equivalent.

#### ARTICLE 5-7 MEMORANDUMS OF UNDERSTANDING/AGREEMENT

Each Memorandum of Understanding/Memorandum of Agreement (MOU/MOA) issued will be recorded as follows: YYYYMMDD – Directorate and Subject of Agreement. The Labor Organization, RMO, and LMER will maintain a copy of active MOU/MOAs. Each party bears the responsibility to designate a representative with authority to enter binding agreements and negotiate on behalf of their party. All future MOU/MOAs effected by management/union agreement become part of this negotiated agreement and carry the same authority. With the exception of the following agreements, which remain in effect until superseded or renegotiated, all agreements entered into prior to the effective date of this negotiated agreement are null and void.

- a. 20070628 – DPTMS Range Maintenance Section Maxiflex Schedule
- b. 20100507 – DPTMS Maxiflex for EST Operators
- c. 20110720 – DPTMS Range Operations Change in Work Schedule/Tours of Duty
- d. 20120321 – DES Police Work Schedule
- e. 20170125 – DES 48/48 Work Schedule Agreement (Fire and Emergency Services)
- f. 20161025 – Temporary Agreement on Police Schedule
- g. 20161215 – DES Implementation of AR190-56, the Army Civilian Police and Security Guard Program, 15 March 2013
- h. 20161229 – President, AFGE Work Schedule

# Appendix A: Grievance Form

## Grievance Form

See Instructions in the Negotiated Agreement, Article 4-1, Grievance Procedure.

Privacy Act Statement. In accordance with 5 USC 552a, authorizes collection of this information. Principal Purpose: Used to record the grievance of an individual. Routine Use: Grievance Form is used by AFGE Local 1882 and LMER for grievance filing. Effects on not providing information: Disclosure of this information is voluntary; however, failure to provide the requested information may delay or suspend the process.

1. Case Number: (If applicable, AFGE Local 1882 or LMER will provide number after the employee or Area Steward submits the form.)		<input style="width: 100%;" type="text"/>
2. Employee Name: <input style="width: 95%;" type="text"/>		
3. Work Address: <input style="width: 95%;" type="text"/>		
4. Directorate/Activity/Branch: <input style="width: 95%;" type="text"/>		
5. Employee E-mail: <input style="width: 80%;" type="text"/>		
6. Employee Phone Number: <input style="width: 20%;" type="text"/>		7. Employee Duty Hours: <input style="width: 30%;" type="text"/>
8. Attempt at Informal Resolution Date: <input style="width: 15%;" type="text"/>		Personnel Present: <input style="width: 65%;" type="text"/>
9. Attempts at Formal Resolution:		
Step 1 Date: <input style="width: 15%;" type="text"/>	Deciding Official Name: <input style="width: 80%;" type="text"/>	
Step 2 Date: <input style="width: 15%;" type="text"/>	Deciding Official Name: <input style="width: 80%;" type="text"/>	
Step 3 Date: <input style="width: 15%;" type="text"/>	Deciding Official Name: <input style="width: 80%;" type="text"/>	
Statement of Grievance: (Furnish sufficient detail to clearly identify the matter being grieved: Date and time of incident and names of parties involved, etc. Attach appropriate documents, if any.)		
Section of negotiated agreement, agency regulation and/or law which has allegedly been violated:		
Agency practices, customs, or grievance settlements which may apply:		
Expected adjustment/personal relief:		
Date: <input style="width: 15%;" type="text"/>	Employee Signature: <input style="width: 80%;" type="text"/>	
Date: <input style="width: 15%;" type="text"/>	Labor Organization Representative Signature: <input style="width: 80%;" type="text"/>	

## Appendix B: Decision Letter Template

**\*\*This TEMPLATE is only a SUGGESTED format. Grievance decisions are not required to be in this format.\*\***

OFFICE SYMBOL

DATE

MEMORANDUM FOR (Grievant's Name)

SUBJECT: Step (insert step number) Grievance Decision for Grievance # XXXX

1. This memorandum is in response to your Step (insert number) grievance dated XX Month YYYY and received on XX Month YYYY. You raised the following issues: (list each issue and relief sought)

a. Restate issues from the verbal or written grievance.

b. As relief for your grievance, you requested (restate relief sought from verbal or written grievance).

2. At XX time on XX date, I held a grievance meeting to discuss your grievance. The following personnel were present:

a. Employee's name, position title, and organization.

b. Labor Organization Representative's name, position title, and organization.

c. Names of others present, position titles, and respective organizations.

3. During the grievance meeting the following was discussed:

a. [Summarize the major points/concerns of the meeting. Address whether any new (oral or written) information was provided. If written was provided, include as enclosure to the decision.]

4. After carefully and fully considering the facts of your grievance (and any relevant law, rule and/or regulation) my decision is to deny/grant, (or deny in part and grant in part) the grievance. (Restate each issue and provide a decision on each issue with your supporting rationale for the decision.)

DECIDING OFFICIAL NAME

Title

## Appendix C: Example Decision Letter

\*\*This document is a sample only. Grievance decisions are not required to be in this format.\*\*

IMMC-ES

13 January 2016

MEMORANDUM FOR AFGE Local 1882 and Joe Employee

SUBJECT: Step 2 Grievance Decision for Grievance #1601

1. This memorandum is in response to your Step 2 grievance dated 22 August 2016 and received on 22 August 2016. You raised the following issue:

- a. You do not feel the suspension was appropriate.
- b. As relief for your grievance, you requested your one-day suspension be removed from your file and be made whole and paid for the one-day suspension.

2. At 1300 hours on 26 August 2016, I held a grievance meeting. The following personnel were present:

- a. Mr. Joe Employee, Line Systems Worker, Line Branch.
- b. Mr. A.B. Smith, Step 2 Deciding Official and Division Chief, Line Division
- c. Ms. Jill Brown, Chief Steward, AFGE Local 1882 Representative.

3. This grievance centers on Mr. Joe Employee's unprofessional conduct towards his supervisor and his dislike of management's style and system for tracking and assignment of taskings. During the grievance hearing, no new information or mitigating factors were raised for consideration. However, Mr. Employee did admit that "small things" bother him and subsequently adversely impact his interaction with supervisors. I encouraged Mr. Employee to seek professional assistance so he can handle work stressors, not allow "small things" to bother him, and work with supervisors on a professional level. Mr. Employee has demonstrated his ability to do his job well and can do so in the future if he conducts himself professionally among supervisors and customers and accomplishes assigned tasks or projects. I assured Mr. Employee that if his conduct improves, then no one is going to fire him and no one is out to get him. Our organization is a high performing organization which empowers and resources employees to do their job to the best of their ability and without fear of any retribution. However, we are in a military organization and all employees receive orders and taskings which we must accomplish. Sometimes we agree and sometimes disagree with the orders. Regardless, we are held accountable and must accomplish those orders as long as they are not illegal, unethical, or immoral.

4. After carefully and fully considering the facts of your grievance, my decision is to deny the grievance. Mr. Employee's one day suspension will remain and he will not be paid for the day of suspension for the following reasons:

IMMC-ES

SUBJECT: Step 2 Grievance Decision

a. This one day suspension for Conduct Unbecoming a Federal Employee is consistent with other penalties imposed upon other employees for similar offenses.

b. Within the last four months, Mr. Employee has had two separate incidents involving unprofessional conduct and discourteous behavior with a unit and his supervisors, which led to this appropriate one day suspension.

c. This disciplinary action provides Mr. Employee the opportunity to correct his conduct and continue to be a valued employee.

d. Mr. Employee's misconduct is unacceptable and this disciplinary action ensures sustainment of good order and discipline within our organization.

JOHN B. SMITH  
Division Chief

## Appendix D: Labor Organization Representative Official Time Request

Labor Organization Representative Official Time Request	
Name of Union Representative <input style="width: 90%;" type="text"/>	Directorate/Section <input style="width: 90%;" type="text"/>
Date of Request <input style="width: 100%;" type="text"/>	Date of Requested Official Time <input style="width: 100%;" type="text"/>
Start Time of Request <input style="width: 100%;" type="text"/>	End Time of Request <input style="width: 100%;" type="text"/>
Location where activity for which official time is requested will take place <input style="width: 100%;" type="text"/>	
Case/Appeal Number if appropriate <input style="width: 100%;" type="text"/>	
Directorate/Section of Represented Employee <input style="width: 100%;" type="text"/>	
<b>Grievance (Timecard code BK)</b> <input type="checkbox"/> Preparation/Investigation/Discussions <input type="checkbox"/> Participate as Witness <input type="checkbox"/> Grievance Presentation <input type="checkbox"/> Mediation <input type="checkbox"/> Arbitration <input type="checkbox"/> Other (explain: <input style="width: 80%;" type="text"/> )	<b>Labor/Management Relations (Timecard code BD)</b> <input type="checkbox"/> Formal Discussions (explain below) <input type="checkbox"/> Training (explain below) <input type="checkbox"/> Other (explain below)
<b>Term Negotiations (Timecard code BA)</b> <input type="checkbox"/> New Contract	<b>Mid-Term Negotiations (Timecard code BB)</b> <input type="checkbox"/> Impact and Implementation <b>Appeals (Timecard code BK)</b> <input type="checkbox"/> MSPB <input type="checkbox"/> EEO
Explanation: Required only for Labor/Management Relations Events: <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>	
I certify the requested official time is true and correct and that no overtime will be authorized for this activity. Date <input style="width: 100%;" type="text"/> Union Representative <input style="width: 100%;" type="text"/>	
<b>To be completed by Supervisor:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved If request is disapproved, provide reason and if appropriate, alternate date and time. <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>	
Date <input style="width: 100%;" type="text"/> Signature <input style="width: 100%;" type="text"/>	
<b>To be completed by Union Representative</b> Date <input style="width: 100%;" type="text"/> Time-Out <input style="width: 100%;" type="text"/> Union Representative <input style="width: 100%;" type="text"/> Date <input style="width: 100%;" type="text"/> Time-In <input style="width: 100%;" type="text"/> Union Representative <input style="width: 100%;" type="text"/>	
** This form may be amended or revised by mutual agreement of Labor Organization and Employer.	



## **Appendix G: Definition of Terms**

**Area Steward** – A USAG Fort McCoy bargaining unit employee designated by the labor organization in accordance with this CBA for the purpose of representing the interests of USAG Fort McCoy bargaining unit employees.

**Acceptable and Definitive Medical Documentation** – Medical documentation will be original certificates with a statement and signature from a licensed health care provider (as defined in 5 CFR 630.1202) which verify the date, time, location, duration the patient was seen, and the reason and period of incapacitation, if any.

**Appropriate Arrangement** – [Source: Department of Interior v. FLRA, 1992 FLRR 1-8030, 969F.2d 1158 (D.C. Circuit 1992)] – A proposal tailored to benefit employees suffering from a reasonably, foreseeable adverse effect flowing from the exercise of a protected management right.

**Bargaining Unit Employees** – An employee represented by the Exclusive Representative whether they are a member or non-member (dues paying or not).

**Chief Financial Officers Act of 1990** – An act established by Public Law 101-576, requires that federal agencies produce auditable financial statements. Auditable financial statements require each financial transaction have supporting source documentation. Time and attendance records are key supporting documentation evidencing civilian pay financial transactions.

**Days** – Calendar days to include holidays, weekends, etc.

**Employer** – Department of Army, USAG Fort McCoy

**Flexible Employee** – A NAF employee who has been appointed to serve in a continuing or time limited position and who is on-call or scheduled for a specific number of hours each administrative work week. Flexible employees are ineligible for all employee benefits.

**FMLA Covered Active Duty** - Covered active duty includes duty of a member of a regular component of the Armed Forces during deployment to a foreign country, and duty of a member of a reserve component of the Armed Forces during deployment to a foreign country under a call or order to active duty in support of specified contingency operations (as defined by OPM).

**Harmful error** – As defined by 5 CFR 1201.56(c)(3), "Error by the agency in the application of its procedures which, in the absence or cure of the error, might have caused the agency to reach a conclusion different than the one reached. The burden is upon the appellant to show that based upon the record as a whole the error was harmful, i.e., caused substantial harm or prejudice to his/her rights."

Initiate – To cause a conflict resolution process to begin. The intent of this definition is to differentiate between initial discussions and an actual filing of a complaint.

Labor Organization – American Federation of Government Employees, Local 1882 (AFL-CIO)

Labor Organization Officers – USAG Fort McCoy bargaining unit employees serving in the following positions: Labor Organization President, Vice President(s), Treasurer, and Chief Steward.

Past Practice – Past practice is a common term used to describe work site behavior that is consistent and of significant duration such that it takes the form of an unwritten but enforceable policy, if it concerns conditions of employment. Once established, past practices are considered incorporated into the collective bargaining agreement and enforceable through the grievance-arbitration process.

Personal Relief – A specific remedy directly benefiting the grievant(s) and may not include a request for disciplinary or other action affecting another employee.

Unclassified Duties – A set of duties and responsibilities which has not been analyzed, identified and placed in a series and grade established by OPM.

Written – The use of the word “written” or “writing” in this CBA means any form of non-verbal communication which includes, but is not limited to, e-mail, text, fax, memorandum, hand-written, etc.

## **Appendix H: References**

The Federal Service Labor – Management Relations Statute (FLRA Document 1071A)  
– [https://www.flra.gov/webfm\\_send/639](https://www.flra.gov/webfm_send/639)

Weingarten Rights –  
[https://www.flra.gov/Guidance\\_investigatory%20examinations\\_part%203](https://www.flra.gov/Guidance_investigatory%20examinations_part%203)

(AF Only) OPM Classification Appeals – <https://www.opm.gov/policy-data-oversight/classification-qualifications/appeal-decisions/#url=Overview>

(AF Only) Reduction in Force – <https://www.opm.gov/policy-data-oversight/workforce-restructuring/reductions-in-force/>

OPM Handbook on Alternative Work Schedules – <https://www.opm.gov/policy-data-oversight/pay-leave/reference-materials/handbooks/alternative-work-schedules/>

OPM Leave – <https://www.opm.gov/policy-data-oversight/pay-leave/leave-administration/>

(NAF Only) Army Regulation 215-3, Non-Appropriated Funds Instrumentalities  
Personnel Policy –  
[http://www.apd.army.mil/epubs/DR\\_pubs/DR\\_a/pdf/web/r215\\_3.pdf](http://www.apd.army.mil/epubs/DR_pubs/DR_a/pdf/web/r215_3.pdf)

## **Appendix I: Acronyms**

AF – Appropriated Fund  
AFGE – American Federation of Government Employees  
AFL-CIO – American Federation of Labor – Congress of Industrial Organizations  
AWOL – Absent without leave  
BBA – Business Based Action  
CBA – Collective Bargaining Agreement  
CFR – Code of Federal Regulations  
DA – Department of Army  
DoD – Department of Defense  
FLRA – Federal Labor Relations Authority  
GS – General Schedule  
I & I – Impact and Implementation  
LMER – Labor/Management Employee Relations  
NAF – Non-Appropriated Fund  
OPM – Office of Personnel Management  
OSHA – Occupational Safety and Health Administration  
ULP – Unfair Labor Practice  
USAG – United States Army Garrison  
USC – United States Code  
WG – Wage Grade  
WL – Wage Leader  
WS – Wage Supervisor