

**NEGOTIATED AGREEMENT**

**BETWEEN THE**

**244<sup>TH</sup> AVIATION**

**BRIGADE,**

**FORT EUSTIS, VIRGINIA**

**AND**

**NATIONAL ASSOCIATION**

**OF**

**GOVERNMENT EMPLOYEES**

**LOCAL R3-112**

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**PREAMBLE**

**SECTION 1.** Pursuant to chapter 71 of Title 5, US Code, the following articles constitute an agreement by and between the 244<sup>th</sup> Aviation Brigade, Fort Sheridan, Illinois, hereinafter referred to as "Employer", and the National Association of Government Employees (NAGE) Local R3-112, hereinafter referred to as the "Union".

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

- A. Safeguard the public interests;
- B. Contribute to the effective conduct of public business;  
and
- C. Facilitate and encourage the amicable settlement of disputes between employees and their employers involving conditions of employment; and

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

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

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

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

## ARTICLE 1

### BARGAINING UNIT

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

**SECTION 2.** The unit to which this Agreement is applicable is composed of all civilian employees assigned to aviation support facilities and aviation military units at Ft. Eustis, VA, excluding all professional employees; management officials; supervisors; and employees described in 5 U.S.C. Section 7112(b) (2), (3), (4), (6), and (7).

## ARTICLE 2

### PURPOSE

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

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

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

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

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

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

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

### **ARTICLE 3**

#### **PROVISIONS OF LAW AND REGULATION**

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

A. Existing or future law;

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

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

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

**SECTION 3.** The term "Union President," as used throughout this Agreement, means the President of Local R3-112 National Association of Government Employees, NAGE.

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

## ARTICLE 4

### MUTUAL RIGHTS AND OBLIGATIONS

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

**SECTION 2.** The Employer and the Union, on behalf of the employees they represent, accept responsibility to abide by the provisions set forth in this Agreement. The Employer and the Union will not change the provisions set forth in this Agreement except by methods provided herein.

**SECTION 3.** Each employee as defined in Article 1 shall have and be protected in the exercise of their right to, freely and without fear of reprisal, form; join; or assist any labor organization; or refrain from any such activity, except as expressly provided hereinafter, and in the Civil Service Reform Act of 1978. The freedom of such employees to assist any labor organization shall be recognized as extending to their participation in the management of the organization and acting for the organization in the capacity of an organization representative.

**SECTION 4.** Any employee has the right to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established policies.

**SECTION 5.** The parties recognize all of each other's rights and responsibilities under the Civil Service Reform Act of 1978, notwithstanding the fact that they are not referenced herein. In the event that management or union rights in the CSRA are amended, this article shall be amended to reflect the changes in Law at the same time as the changes in law are effective.

**SECTION 6.** The union has the exclusive right to represent all employees in the recognized unit through negotiations with the Employer regarding personnel policies, practices and other matters affecting working conditions as provided by this Agreement and the Civil Service Reform Act of 1978. The employer shall not negotiate nor make any collective bargaining agreement or contract directly with any employee or group of employees covered by this Agreement. Any written or verbal arrangements made by a supervisor and an employee shall not be binding on the parties hereto.

**SECTION 7.** Nothing in this Agreement shall be construed as abrogating the Union's legal right to communicate with its membership, the public, public officials, or other parties, nor to oppose any actions the Union believes to be contrary to the interest of the employees it represents.

**SECTION 8.** The parties recognize that this Agreement is not all inclusive. The fact that certain conditions have been reduced to writing does not alleviate the responsibility for either party to meet and to negotiate with the other party on matters not covered by this Agreement consistent with the law.

**SECTION 9.** It is further understood and agreed that the Employer will negotiate with the Union before making changes in existing benefits (excluding government wide benefits) and personnel policies and practices and other matters affecting the conditions of employment of employees in the bargaining unit.

## **ARTICLE 5**

### **RIGHTS OF EMPLOYEES**

**SECTION 1.** Except as otherwise provided in "The Statute", employees' rights include the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the government, the Congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under "The Statute".

**SECTION 2.** New bargaining unit employees shall be informed by the employer at the in-processing session that NAGE Local R3-112 is the exclusive representative for all employees in the bargaining unit. The employer will provide the new employee with a copy of the basic agreement and any approved supplemental agreements at this session. Union officials will be provided a reasonable amount of time not to exceed fifteen minutes at the in-processing session to provide bargaining unit employees with information regarding the union's existence, functions and benefits.

**SECTION 3.** An employee shall not be precluded from exercising grievance or appellate rights established by law, rule, or regulation, unless prohibited by the provisions of the grievance procedures negotiated in this Agreement.

**SECTION 4.** When an employee is being questioned by the Employer in connection with an investigation, the employee shall be given the opportunity to be represented by the Union at the examination if:

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

B. The employee requests representation.

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

**SECTION 5.** For purposes of this Article, an investigation shall be defined as any discussion involving an employee that solicits information:

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

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

**SECTION 6.** For purposes of this Article, an investigation shall not include:

A. Performance counseling(s);

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

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

**SECTION 7.** The employer will annually inform all employees of their "Weingarten" rights. Such notification will be accomplished by posting on all unit/shop bulletin boards except for any safety awareness boards in each facility and in break rooms.

**SECTION 8.** The Employer will not unlock and inspect a unit employee's issued or assigned locker or tool box/chest without having the employee, a Union steward, or an officially appointed security representative present.

## **ARTICLE 6**

### **EMPLOYEE RIGHTS MILITARY AND CIVILIAN**

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

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

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

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

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

**SECTION 6.** Supervisors who wish for an employee to change their schedule to work on the unit's drill weekend will give the employee two weeks written notice prior to the requested change except in emergency situations and the work schedule change will remain in effect only for the period of the request.

## **ARTICLE 7**

### **RIGHTS OF THE UNION**

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

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

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

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

**SECTION 5.** The Employer and the Union support the concept of continued open communication between the parties. Toward that end, the parties will attempt to meet at such times as are reasonable and necessary to confer with respect to personnel policies, practices and procedures on matters affecting general working conditions. These meetings, such as the Brigade Partnership Council, may continue on a voluntary basis with either party reserving the right to discontinue such meetings at any time.

## **ARTICLE 8**

### **MANAGEMENT RIGHTS**

**SECTION 1.** The Employer retains the right to:

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

B. In accordance with applicable laws

(1) To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

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

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

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

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

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

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

## **ARTICLE 9**

### **UNION REPRESENTATION**

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

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

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

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

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

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

1. Reason(s) for the departure.
2. That the permission of the supervisor to be visited or the employee's supervisor to visit the employee has been obtained.
3. The name(s) of any other supervisor(s) to be visited, if known.
4. The expected duration of the absence.

**SECTION 5.** It is agreed that the Union President, shop stewards, and alternate shop stewards will be allowed official time on as needed basis to perform representational duties. The Employer agrees to recognize officers and stewards elected or appointed by the Union to represent employees. The Union reserves the right to assign its stewards to ensure adequate coverage. The Union will provide the Employer with a quarterly roster, in writing, of its officers and shop stewards and any changes thereto. As a minimum the roster will contain names, organizations and telephone numbers. All official time must be requested and approved in advance by the supervisor of the union representative requesting official time using the form at Appendix A.

**SECTION 6.** There shall be no restraint, interference, coercion, or discrimination against union representatives because of their performance of union duties.

## **ARTICLE 10**

### **DUES WITHHOLDING**

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

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

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

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

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

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

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

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

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

**SECTION 5.** Any such change in the amount of any employee's regular dues with the resultant change in the amount of the allotment of such employee per bi-weekly pay period shall become effective with the deduction allotment made on the first pay period after transmittal and receipt via the Union, provided such notice of change is received by the appropriate payroll office at least three workdays prior to the beginning of the payroll period. Changes in the amount of the Union's dues shall not be made more frequently than once in each 12 months.

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

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

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

**SECTION 8.** During the initial year of dues withholding authorized by each employee, revocation of dues withholding by the employee will be effective at the start of the first full pay period after the anniversary date the employee authorized dues withholding. An allotment for the deduction of an employee's union dues may also be terminated by the employee through his/her submission through the CPAC to the Finance and Accounting Office of a properly completed and signed SF 1188. Revocations received will become effective the first full pay period after 1 March or the first pay period after the employee's anniversary date.

**SECTION 9.** The union dues withholding agreement is subject to revision at such time as the Union shall deem it appropriate to change the amount of dues to be allotted. In such case, it is agreed that the Union shall provide the Employer upon demand satisfactory evidence that all employee members have received ample and timely notice of such change in the amount of dues. Upon notification of any increase in dues, employees will be allowed an additional cancellation period whereby they can discontinue their dues withholding within the two month period following any notice of dues increase.

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

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

## **ARTICLE 11**

### **PARTICIPATION IN WAGE SURVEYS**

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

**SECTION 2.** Once received by management, the results of the area wage schedule applicable to the unit represented by the Union will be furnished the Union and posted for all unit employees.

## ARTICLE 12

### MATTERS APPROPRIATE FOR NEGOTIATIONS

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

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

B. Relating to the classification of any position;

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

D. Specifically excluded elsewhere in this Agreement.

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

## ARTICLE 13

### USE OF OFFICIAL FACILITIES

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

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

**SECTION 3.**

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

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

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

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

**SECTION 4.** The union understands that use of government telephones for making toll calls for other than official government business is a violation of federal law. Management will provide the union president with access to a working telephone at Aviation Support Facility Eustis. Stewards and other union officials will also be provided access to a telephone to conduct legitimate labor-management activities in conjunction with this agreement.

**SECTION 5.** The Employer will reproduce copies of the agreement in sufficient quantities so as each member of the bargaining unit and management officials will be provided with one copy. Management or the shop steward will provide each new employee with a copy of the agreement. Fifteen (15) additional copies will be furnished to the union.

#### **ARTICLE 14**

##### **CONTRACTING OF WORK**

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

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

**SECTION 3.** The Employer shall notify the Union of any site visits for potential bidders seeking contracts for work performed by bargaining unit employees. The notification will include the date, time and location of the site visit and the opportunity for a Union representative to attend such a site visit.

**SECTION 4.** The Employer agrees to provide a copy of any completed study of contracting out not prohibited by law which will result in adverse impact on bargaining unit employees.

**SECTION 5.** Upon written request, the Employer will provide the Union with information on its contracting out activities that is normally maintained, readily available, and not prohibited by law or government-wide regulation.

**SECTION 6.** Upon request, the Employer will provide a copy of any Statement of Work which has been developed and which deals with work performed by bargaining unit employees.

**SECTION 7.** The Employer agrees that prior to implementation of a decision to contract out, the Union will be given the opportunity to negotiate regarding the impact and implementation of any decision which adversely impacts bargaining unit employees.

**SECTION 8.** When employees are adversely affected by a decision to contract out/outsource, management shall make maximum effort to find available positions for employees. This effort shall include but is not limited to the following:

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

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

## **ARTICLE 15**

### **TRAINING**

**SECTION 1.** The training and development of employees within the unit must be a matter of primary importance. Training goals are to (1) maintain high levels of proficiency within technical fields, (2) master new procedures and changes, and (3) make training a continuing process.

**SECTION 2.** Scheduling of training is subject to mission requirements and availability of funds and quotas. Employees will be considered for training consistent with mission requirements, the requirements of their positions, their qualifications, work experience, and course requirements on an equal basis. The Employer will notify the Union of any new training programs affecting bargaining unit employees.

**SECTION 3.** Employees should take advantage of training and educational opportunities offered by the Employer. Training and development of employees is part of the personnel management responsibilities of supervisors at all levels.

**SECTION 4.** Favorable consideration should be given to granting Military Technicians leave to obtain required or necessary training to advance in their military careers. This is in addition to regular annual training.

**SECTION 5.** Due to technology changes or additional job requirements, any required/mandatory training will be provided to the employee. The Employer is responsible for ensuring employees receive sufficient training for performing the duties of their job. Employees may inform their supervisor of any training needs they feel relate to their work assignments. Such information shall be taken into consideration by the Employer in identifying training needs. When an employee is required to obtain job related training that training will be provided at no cost to the employee. Employees will receive fair and equitable consideration for training consistent with the operational needs of the Employer.

**SECTION 6.** Subject to workload requirements, elected officials and appointed stewards of the Union shall be granted official time to attend a training session sponsored by that organization provided that the subject matter of such training is of mutual concern to the Employer and the Union. Official time for this purpose will cover only such portions of a training session that meet the foregoing criteria and will not exceed three (3) days of official time for two individuals within a twelve-month period.

## ARTICLE 16

### TRAVEL

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

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

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

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

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

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

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

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

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

## **ARTICLE 17**

### **SAFETY, HEALTH AND ENVIRONMENT**

**SECTION 1.** Management agrees to provide a safe and healthful work place for all employees and will comply with applicable federal laws and regulations relating to the safety and health of its employees. All parties are responsible for prompt reporting of observed unsafe conditions.

**SECTION 2.** Employee Responsibilities and Rights.

A. Employees will comply with all safety standards, rules, and regulations.

B. Employees shall use safety equipment, issued personal protective equipment, and other devices and procedures provided or directed by the Employer and necessary for their protection.

C. Employees have the right and obligation to report an unsafe and unhealthful working condition to appropriate officials. No employee shall be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of unsafe or unhealthy working condition.

**SECTION 3.** The Union may designate representatives on all local Safety Councils and Committees to represent the interest of the Union and the bargaining unit employees pertaining to Health and Safety issues within the organization. Time spent serving as a union representative during safety and health inspections, as a member of a Safety council or committee, investigating accidents, and safety related committee assignments will be on official time.

**SECTION 4.** The Union will be given the opportunity to participate in all scheduled workplace inspections, which are intended to detect hazards to employee safety and health, whether conducted by the Safety Office, shop safety councils, contract employees acting on behalf of the Command, OSHA, the Environmental Protection Agency (EPA), or other regulatory agencies and bodies. The Agency will supply a copy of any report dealing with health and safety issues to the Union representative at the site or to the Union President.

**SECTION 5.** Protective Clothing and Equipment

A. When required, protective clothing and equipment will be furnished to employees who are assigned to work areas that have been designated as requiring use of specific types of personal protective equipment (PPE). The Employer and Union will vigorously encourage employees to comply with all requirements regarding PPE. Management reserves the right to direct employees not conforming to safety standards due to clothing or uniform requirements to change into clothing conforming to safety standards. These individuals will be placed in an official leave status (annual leave, Leave Without Pay, or compensatory time) as determined by the supervisor until such time as they are wearing PPE. Frequent misuse of the provisions of this section may result in the initiating of appropriate disciplinary action.

B. The Employer recognizes that initial and periodic safety training, to include proper work methods to be used and proper use of PPE, will reduce the likelihood of on-the-job injuries and enhance the well being of employees. Monthly maintenance safety meetings will normally be conducted and may include occupation health and safety issues. All employees will normally be required to attend these meetings. Flight crew members will also be required to attend the monthly aviation safety meeting.

**SECTION 6.** Safety Hazards

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

B. Imminent Danger. Any employee who identifies a situation, which could cause an injury to personnel or damage to property or equipment will immediately report the situation to their supervisor who will take appropriate action.

C. When the Employer determines that an imminent danger or serious hazard arises or is present at a work site, employees will be notified as soon as possible. If necessary the entire work area will be cordoned off and made inaccessible.

**SECTION 7.** Exposure to Hazardous Materials

A. ASF Hanger and Sub-shop areas will maintain a current list of all hazardous materials in their respective areas and will be required to maintain paper copies of current Material Safety Data Sheet (MSDS) in each workplace.

B. Management will identify employees using hazardous chemicals in the performance of their duties.

C. Assessments will be made for each of the hazardous chemicals and determine if there could be a less hazardous chemical which would fulfill the respective need.

D. All chemicals or hazardous materials purchased shall require MSDS with purchase.

E. Employees will be provided any training as required by law or regulation to include training on hazardous chemicals as required by 29 CFR 1910.120.

F. Types and quantities of hazardous waste generated at each facility and the methods used for disposal of each type of waste will be identified.

G. All affected employees will be informed of each hazardous chemical they may have been exposed to and the risks associated with the hazardous chemicals.

**SECTION 8.** Employees shall be provided information concerning work-related hazards and how to prevent them. This information may be provided by safety bulletins, OSHA safety and health guidelines, and other available literature. When equipment is purchased and it is determined that training on the operation of this new equipment is necessary, the Employer will provide training from an appropriate source on how to operate the equipment safely and properly.

**SECTION 9.** The Employer will make every reasonable effort to ensure that restrooms are maintained in a clean and sanitary condition including hot and cold running water, soap and paper products. It is recognized that full employee cooperation is essential for maintaining satisfactory sanitary conditions. The Employer will designate an area in each facility for use by employees for lunch and rest periods. The Employer will supply suitable drinking water for all employees.

**SECTION 10.** The Employer will provide initial and replacement safety shoes for all individuals who are required to wear them. The Employer agrees to bear the cost of up to \$150 per pair of safety shoes for those employees that cannot wear the standard Army issue shoe. The Employees will be furnished one set of safety shoes once per year, as needed, due to premature wear. The Employee agrees to pay for the cost of any amount above this and will not seek reimbursement from the Employer if they choose a shoe that costs more than the agreed amount. The Employee also agrees that no claim will come against the Employer when the shoes become unserviceable and turned in to the government for disposition.

## **ARTICLE 18**

### **SMOKING AND TOBACCO USE POLICY**

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

**SECTION 2.** The use of all tobacco products (to include smokeless tobacco) is prohibited in all US Army Reserve workplaces. The workplace includes any area inside a building or facility over which the Army Reserve has custody and control where work is performed by military personnel, civilians, or persons under contract to the Army. The use of tobacco products is prohibited in all military and GSA vehicles, vans, buses, and aircraft.

**SECTION 3.** The Employer will designate tobacco use areas. If possible, these designated outdoor areas will provide a reasonable measure of protection from the elements. Designated smoking areas will be at least 50 feet from common points of ingress/egress and will not be located in areas that are commonly used by nonsmokers and will not be located within the sight of the main entrances to a facility. No shelter will be erected or constructed without the approval of the Employer.

**SECTION 4.** Smokeless tobacco users are restricted from using their tobacco products within sight of the main entrances of facilities. Smokeless tobacco users shall furnish and maintain their own spittoon device in a manner that is sanitary, non-odoriferous, and generally out of view. Waste cans and bottles shall not be used as spittoons in any situation. All tobacco users are expected to maintain designated areas in a neat, clean, and orderly manner.

**SECTION 5.** Smokers and smokeless tobacco users will not be allowed additional time beyond routine breaks to be away from their jobs. Employees who use tobacco products will be allowed to visit designated smoking areas during break and meal periods unless their absence would adversely affect safety or the operations of the activity. Employees who repeatedly fail to comply with the provisions of this agreement and/or repeatedly refuse to extinguish smoking materials when asked to do so will be subject to disciplinary action. Supervisors should monitor their workers to insure compliance and may initiate appropriate administrative action if workers are non-compliant.

## ARTICLE 19

### JOB DESCRIPTIONS

**SECTION 1.** The Employer will maintain a current job description for each employee and each employee will be given a current job description for the position to which he or she is assigned. The job description will contain an accurate account of the significant duties of the position. The employer will furnish the Union copies of bargaining unit job descriptions upon request for fulfilling representational duties in the unit.

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

**SECTION 3.** It is recognized by both parties that the mission must come first. This will include the periodic assignment of some duties such as Base Operations Support that are outside of an employee's job description. When this is determined, qualified volunteers will be solicited. Volunteers will not be intimidated or harassed for performing the incidental duty. When insufficient qualified volunteers are received, a duty roster will be established.

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

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

**SECTION 6.** The Employer agrees to stress with management officials and supervisors at all levels the prohibitions against using their official position to influence employees to render services for the manager's or supervisor's gain either on or off duty.

**SECTION 7.** Prior to any technological changes in the way that management produces, distributes or implements position descriptions, it shall afford the Union notice and the opportunity to bargain in accordance with law.

**SECTION 8.** Notification will be provided to Unit Administrators of any changes in their daily supervisory chain.

## **ARTICLE 20**

### **PERFORMANCE APPRAISAL SYSTEM**

**SECTION 1.** Employee performance will be evaluated against established standards. Performance objectives will be consistent with the employee's position description. Supervisors, who write performance elements, standards and ratings on their employees, will comply with applicable regulations, AR 690-400, Chapter 4302.

**SECTION 2.** Under the Total Army Performance Evaluation System (TAPES), supervisors will conduct required performance counseling with each employee during the rating cycle. During the counseling sessions, the employee and supervisor will discuss the objectives/responsibilities of the job. The performance objectives and responsibilities should be current and derived from the duties of the position.

**SECTION 3.** The annual rating period for all Senior System employees at the GS/WS-09 through 12 level will be 1 November to 31 October. Rating periods for Employees covered by the Base System are determined by birth month as follows:

<b><u>Birth Month</u></b>	<b><u>Rating Period</u></b>
Jan/Feb/Mar/Apr	1 May - 30 Apr
May/Jun/Jul/Aug	1 Jul - 30 Jun
Sep/Oct/Nov/Dec	1 Feb - 31 Jan

The employee will be given seven days notice prior to the Rater conducting the end of rating cycle performance evaluation.

**SECTION 4.** The supervisor/rater will provide a copy of the completed performance rating to the employee, discuss its contents and the employee's performance, and obtain the employee's signature. The employee's signature does not imply agreement; it merely verifies that the rating has been received and discussed.

**SECTION 5.** If, during the appraisal period, the rating official considers an employee's work to be less than satisfactory regarding any performance standard, the official shall discuss perceived deficiencies with the employee, recommend ways to correct them, and conduct informal counseling.

**SECTION 6.** Performance Based Actions

A. Formal Performance Counseling

(1) When an employee is performing below the successful level, the Employer will promptly initiate efforts to help the employee overcome the deficiencies. The supervisor will counsel the employee concerning the performance deficiencies, specifically identifying areas of performance that need improvement or fail to meet the performance standard. The supervisor should explain what must be done to improve and suggest ways to make improvements. If counseling does not produce satisfactory improvement, the supervisor will notify the employee that formal measures will be implemented.

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

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

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

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

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

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

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

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

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

## **ARTICLE 21**

### **AWARDS**

The objectives of the Army Incentives Awards Program are to recognize and reward civilian employees for performance and special achievements, individually or in groups, that contribute significantly to efficiency, economy or other improvement of government operations. All awards will adhere to the guidelines outlined in AR 672-20, Incentive Awards, the 244<sup>th</sup> Aviation Brigade Civilian Incentive Awards Policy, and the ASF Eustis Incentive Awards Standard Operating Procedures and will be granted in a fair and equitable manner. The ASF Eustis Awards Committee will be comprised of two bargaining unit employees (one must be a union official), two supervisory personnel, and chaired by a senior management official.

## **ARTICLE 22**

### **MERIT PROMOTION**

**SECTION 1.** Promotions will be made in accordance with applicable CFR, OPM, DoD, and DA regulations and the current Fort McCoy Regulation 690-14, Merit Promotion Plan for Army Reserve Technicians except where otherwise specified in this article. Merit promotion announcements and employment opportunities within the ASF Eustis will be available via the Internet at the websites listed in Section 4. The use of RESUMIX will be used for candidate evaluation for all positions recruited for as merit promotion actions. All merit promotion announcements and employment opportunities with the Employer will normally be opened for a 14 calendar day period unless the area of consideration is broadened or an automatic referral procedure is utilized.

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

**SECTION 3.** Vacancy announcements will contain the position title, pay plan, series, grade, organizational entity, geographical location, conditions of employment, a brief description of duties, and area of consideration for the position to be filled. Duty statements and qualification requirements will be available for applicants from the Fort McCoy CPAC.

**SECTION 4.** A listing of currently open vacancy announcements will be available no later than the opening date, by accessing the Civilian Personnel Online internet web site (<http://www.cpol.army.mil/va/scripts/public.html>) or (<http://www.usajobs.gov>). Employees need to utilize the Resume Builder available at the website when preparing their application.

**SECTION 5.** It is mutually agreed that position vacancies within the bargaining unit should be filled with the best qualified applicant with all job related factors being considered, and that maximum opportunities should exist for unit employees to compete for advancement.

**SECTION 6.** Rating and ranking panels will not be used with RESUMIX.

**SECTION 7.** RESUMIX will not be used for positions identified at mandatory DOD, DA, or Major Command-Wide referral levels. These positions will continue to be filled under the provisions of the appropriate career management program with career referrals being provided from centralized referral offices.

## **ARTICLE 23**

### **TRANSFER OF FUNCTION AND REDUCTION IN FORCE**

**SECTION 1.** The Union recognizes the right of the Employer to determine whether or not a transfer of function or reduction in force is necessary. The Employer agrees not to effectuate any transfer of function or reduction in force which could adversely affect the bargaining unit members until it has discharged its obligation under the law to negotiate.

**SECTION 2.** Prior to official notification of employees and no later than five workdays after the Employer receives official notification of a RIF and/or transfer of function that will affect bargaining unit employees, the Union will be notified. The Employer agrees to provide the following information to the Union:

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

**SECTION 3.** The Employer shall provide a written notice to each employee affected by a change to lower grade or separation in a reduction in force normally at least sixty (60) calendar days prior to the effective date. The RIF notice shall include the employee's competitive area; competitive level, subgroup, service date, and last three annual performance ratings of record received during the last four years; the place where the employee may inspect the regulations and records; the reasons for proceeding out of order in retaining a lower-standing employee in the same competitive level; information on career transition and placement programs; a severance pay estimate; information on unemployment benefits and dislocated worker programs; the option to authorize release of employment information to potential employers; and the employee's right to grieve or appeal the agency's decision.

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

**SECTION 5.** The Union recognizes that the DoD priority placement program is an effective tool in providing continuous employment opportunities for adversely affected employees and agrees to encourage employees to participate when eligible.

**SECTION 6.** Employees affected by a RIF have the right to inspect reduction in force records pertaining to their individual actions insofar as it is permissible under the Privacy Act. Their designated Union representative will be permitted to accompany employees for this purpose at the employee's request.

**SECTION 7.** After all RIF personnel actions have been completed within the applicable competitive area, every reasonable effort will be made to assist employees scheduled for separation in retaining a position in other competitive areas in the 244th Aviation Brigade. To this end, first consideration will be given to filling existing vacancies within the 244th Aviation Brigade with affected employees. The 244<sup>th</sup> Aviation Brigade may offer vacant positions in other 244<sup>th</sup> locations to qualified eligible employees to be impacted by RIF before filling via other sources. Employees offered such vacancies will be given seven days to accept the offer. The Employer agrees to utilize such vacancies to the maximum extent practicable to eliminate or minimize the adverse effects of a RIF. Sound and reasonable judgment will be used in the exercise of management discretion.

**SECTION 8.** Except under mobilization conditions, an employee will have up to (30) calendar days to accept or reject an offer of transfer of function.

**SECTION 9.** Employees declining an offer of transfer of function will be given a reasonable amount of administrative leave to search for other Federal employment in the commuting area.

**SECTION 10.** Individuals being separated for declining to accept an offer of transfer of function may be entitled to severance pay. Severance pay eligibility will be determined by governing laws and regulations. For employees determined to be eligible for severance pay, the Employer will provide severance pay estimates for affected employees.

## **ARTICLE 24**

### **DISCIPLINARY/ADVERSE ACTIONS**

**SECTION 1.** Disciplinary and adverse actions will only be taken for just cause.

A. Disciplinary actions are defined as letters of reprimand and suspensions of fourteen (14) days or less taken against unit employees.

B. Adverse actions are defined as suspensions for more than fourteen (14) days, removals, reduction in pay or grade, and furlough for 30 days or less taken against career or career-conditional employees not serving a probationary or trial period.

**SECTION 2.** Notices of proposed action will contain the following statement: "If you desire NAGE Local R3-112 to receive a copy of this notice please sign this letter as indicated and return to the undersigned. I desire that NAGE Local R3-112 be furnished a copy of this letter (date), (signature)."

**SECTION 3.** The union will be given the opportunity to be present at any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

A. The employee reasonably believes that the examination may result in disciplinary or adverse action against the employee; and

B. The employee requests representation.

This right applies only where an employee is being questioned or examined in connection with an investigation. It does not apply to everyday work related communications between supervisors and employees, nor to discussions concerning job performance. If a union representative is present, the employee will be permitted to consult with the representative; however, the representative is not entitled to answer on behalf of the employee.

**SECTION 4.** All disciplinary and adverse actions affecting members of the unit will be initiated in a timely manner. Letters of decision will be issued within a reasonable time period after receipt of the employee's oral or written reply, if any, or after the expiration of the time period.

**SECTION 5.** No employee counseling will be made by management in public or in the presence of non-supervisory personnel not involved.

**SECTION 6.** Incidents which may lead to disciplinary or adverse actions will be appropriately documented and communicated to the employee.

**SECTION 7.** Written reprimands and suspensions for fourteen (14) days or less are grievable matters and are processed only through the negotiated grievance procedure at the beginning of step two of the procedure.

## ARTICLE 25

### GRIEVANCE PROCEDURES

**SECTION 1.** The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. The procedures in this article shall be the exclusive procedures available to the employees in the bargaining unit for resolving grievances.

**SECTION 2.** A grievance means any complaint by:

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

B. The Union concerning any matters relating to the employment of the employee;

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

1) The effect or interpretation or claim of breach of the collective bargaining agreement;

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

3) Except that it shall not include a grievance concerning the following:

a. Any claimed violation relating to prohibited political activities.

b. Retirement, life insurance, or health insurance.

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

d. Any examination, certification, or appointment.

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

f. Allegations of discrimination or commission of a prohibited personnel practice as defined in Section 2302(b)(1), 5 USC.

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

**SECTION 3.** In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance. Failure of the Employer to raise such questions of grievability prior to the Union's invocation of arbitration shall waive the Agency's right to argue such defense at the arbitration hearing.

**SECTION 4.** Multiple Grievances

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

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

**SECTION 5.** Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The parties agree that every effort will be made to settle grievances at the lowest possible level. Inasmuch as dissatisfactions arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on Management or the employee's good standing, performance, loyalty, or desirability to the organization. Subject to workload requirements, a reasonable amount of time for discussion, preparation, and presentation of the grievance will be granted. If any request for official time is disapproved, management must give alternate time and date.

**SECTION 6.** GRIEVANCE STEPS

A. FIRST STEP GRIEVANCE (INFORMAL): A grievance shall be taken up orally or in writing with the immediate supervisor or his designee by the concerned employee and/or Union Representative in an attempt to settle the matter. A grievance shall be presented within fifteen (15) calendar days from the date of the incident or from the date the employee or the Union becomes aware of it. The grievant will provide a written designation of the grievant's representative, if any. The immediate supervisor shall provide an answer in writing within fifteen (15) calendar days of the meeting and identify the next level of management for further forwarding of the grievance should the employee/union find the step 1 decision unacceptable.

B. SECOND STEP GRIEVANCE: If the matter is not satisfactorily settled following the initial discussion, the employee and/or their Union representative may, within seven (7) calendar days of the Step 1 response, or the date the response may be due by agreement, submit the matter in writing to the Employer. The written grievance shall be submitted to the second level supervisor and shall contain the details of the complaint, the date the incident occurred, applicable provisions of this Agreement which are relevant to the grievance, the date of receipt of the informal decision and the corrective action, personal to the grievant, desired.

1) The second level supervisor will meet personally with the Union Representative and the aggrieved employee(s) within seven (7) calendar days after receipt of the grievance to review the facts and attempt to settle the matter except in such situations when the second level deciding official is not co-located with the grievant. Face-to-face meetings will be held at a mutually agreeable time and place.

2) If the two individuals are not co-located, the meeting will be held telephonically and will be conducted within seven (7) calendar days after receipt of the grievance. Arrangements will be made between both parties to ensure that all participants can be present at the time of the telephonic meeting.

The second level supervisor shall provide an answer in writing within seven (7) calendar days of the meeting and identify the next level of management for further forwarding of the grievance should the employee/union find the step 2 decision unacceptable.

C. THIRD STEP GRIEVANCE: If the grievance is not settled at Step 2, the Union representative or aggrieved employee(s) may within seven (7) calendar days, forward the grievance to the next level of management within the 244<sup>th</sup> Aviation Brigade. Any meeting at third step involving a deciding official outside the Fort Eustis area will be conducted telephonically unless both parties agree otherwise. The third step grievance official will review the grievance and give his written answer within thirty (30) calendar days.

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

**SECTION 7.** Time Limits

A. Time limits shall be calculated as follows:

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

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

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

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

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

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

**SECTION 8.** Whenever the grievance procedure requires that the grievance be in writing, the following will be included as a minimum in the written grievance:

A. Name and duty location of the grievant;

B. A statement of the grievance;

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

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

E. Signature of the individual filing the grievance.

**SECTION 9.** By mutual agreement of both parties, any of the parameters outlined in the sections above may be modified.

**SECTION 10.** If the grievance is not satisfactorily settled at Step 3, either the Union or the Employer may refer the matter to arbitration.

## **ARTICLE 26**

### **ARBITRATION**

**SECTION 1.** If the parties fail to satisfactorily resolve a grievance, either party may invoke binding arbitration by informing the other, in writing within thirty (30) calendar days after receipt of a final decision, pursuant to the Grievance Article. If arbitration is invoked, the party invoking arbitration will serve a copy of the referral simultaneously to the other party. The parties may extend these time limitations by mutual agreement.

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

**SECTION 3.** If, for any reason, either party refuses to participate in the selection of an arbitrator, the other party may then select any person from the Federal Mediation and Conciliation Service roster to be the duly selected arbitrator.

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

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

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

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

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

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

**SECTION 10.** The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than sixty (60) days after the conclusion of the hearing unless the parties mutually agree to extend the time limits.

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

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

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

**SECTION 14.** Whenever an employee is entitled to receive back pay resulting from the final determination of an arbitrator's award or settlement by the parties, such pay will be provided to the employee within thirty (30) calendar days of the final determination of the award or effective date of any written settlement agreement. In the event that the Employer fails to timely pay the employee, interest shall accrue in accordance with governing rules and regulations.

## ARTICLE 27

### HOURS OF WORK

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

**SECTION 2.** In addition to the basic work schedule, employees may work other alternate or flexible work schedules provided adequate coverage is maintained at all times to ensure mission accomplishment.

A. Compressed work schedule consisting of four ten-hour days: Employees desiring this schedule will be assigned either a Monday through Thursday tour or a Tuesday through Friday tour. The hours of work under either tour will be from 0630 to 1700. When an employee on this work schedule is required to work the night work schedule, the ten-hour days will be between the hours of 1200 to 2230.

B. Flexible work schedule: In order to work this schedule, an employee must submit a letter explaining the circumstances and need to work a flexible schedule. If approved for a flexible schedule, the core hours for which the employee must be at work are 0900 to 1500 each day. The employee may arrive at any time between 0600 and 0900 and depart any time between 1500 and 1700. Employees on this work schedule must sign-in at the start of each workday and sign-out at the end of each workday. The employee will establish a set lunch schedule of between 30 minutes and one hour during the core hours.

**SECTION 3.** Lunch periods during which the employee is entirely free of duty may not be considered duty time and must be scheduled outside the hours established for the daily tours of duty. Lunch periods may be used in conjunction with the allowed physical fitness training. If the mission requires an employee to work during a part or all of his lunch period, the employee will be granted his lunch period in full as soon as the work is completed.

**SECTION 4.** Employees in a line of work or work requiring clean-up time will be allowed adequate clean-up time to include personal hygiene. Such time will be used to secure government property and equipment in their possession, cleaning and straightening up the work area, and personal hygiene.

**SECTION 5.** Nothing in this article prevents management and the employees from agreeing to other schedule changes.

## **ARTICLE 28**

### **PHYSICAL FITNESS TRAINING**

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

**SECTION 2.** Personnel that are away from the facility (e.g. Supply runs, annual leave, etc.) will not participate in the program that day.

**SECTION 3.** The scheduled physical training time for all employees will be the first hour of the scheduled workday on Wednesday, Thursday, and Friday of each workweek. Employee(s) wishing to participate at the beginning of the shift must first report to work.

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

**SECTION 5.** Physical fitness activities must be directly related to training required to pass the Army Physical Fitness Test (APFT). Organized sports are not authorized during this time. Activities such as baseball, basketball, volleyball, soccer, racquetball, and other similar activities are considered organized sports. Supervisors must have specific procedures and/or programs to ensure that physical fitness training time is used for the intended purpose.

**SECTION 6.** The exercise activity may be performed at any of the physical training facilities at Fort Eustis. Management may revoke or suspend the physical activity in case of mission requirements. Management retains the right to assign work and may make changes in the physical training due to training, exercises, inspections, or other mission needs. Supervisors will schedule physical training in such a way so as to minimize the impact on mission accomplishment. The mission comes first. This policy does not require that all personnel undergo physical training on the same days and/or hours.

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

**SECTION 8.** The employee's supervisor has the authority to revoke, at any time, the privilege to participate in the program when a pattern of abuse is identified and not promptly corrected. In addition, the employee's supervisor may temporarily suspend an employee's PT in the event that the unit's mission and the PT program are in conflict. This includes, but is not limited to when a section of the shop or the entire shop reaches a backlog per USARC regulation 750-1 dated 1 August 2000 for a period of four (4) consecutive weeks.

## ARTICLE 29

### OVERTIME/COMPENSATORY TIME

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

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

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

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

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

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

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

**SECTION 8.** Employees away from their worksite on authorized business will be compensated in accordance with 5 CFR 550 and 5 CFR 551.

**SECTION 9.** Any employee who is required to attend scheduled meetings after normal work hours will either alter their work schedule to attend, will be paid overtime for the time at the meeting or compensatory time at the employee's request, or not be required to attend the meeting. Management will make the determination as to whether the work schedule will be changed, overtime is paid, or the employee's attendance is not required.

**SECTION 10.** The Federal Workforce Flexibility Act of 2004 allows eligible employees to earn compensatory time for travel during uncompensated, non-work hours.

## **ARTICLE 30**

### **CALL BACKS**

Call backs shall be considered to be at least two hours in duration for the purpose of overtime pay, regardless of whether the employee performs work for two hours. Records of call backs will be maintained and be subject to review by a union official upon written request to aid in resolving claims of unfair or inequitable call backs. Call backs will be done in a fair and equitable distribution to all qualified employees.

## **ARTICLE 31**

### **DETAILS AND TEMPORARY PROMOTIONS**

**SECTION 1.** A detail is a temporary assignment of an employee to a position other than his/her permanent position. A detail to a position at the same or lower grade will be done in accordance with applicable regulations. Details of more than 60 calendar days to a higher graded position will be accomplished under competitive procedures.

**SECTION 2.** Details will be made to meet the particular needs of the situation requiring the temporary service of an employee. Details will be kept to the shortest period possible to accomplish the intended mission. Temporary promotions rather than reoccurring details are encouraged.

**SECTION 3.** All employees will be fairly considered for details to a higher graded position or a position with known promotion potential.

**SECTION 4.** Selections of employees for detail assignments will be made on a fair and impartial basis. The Employer shall be responsible, in writing, for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration, and for establishing controls to insure that details are recorded and terminated in a timely manner.

**SECTION 5.** Non-competitive details will normally be made from among qualified employees within the activity concerned. This does not limit management's right to consider employees from outside the activity to obtain a qualified employee for the assignment.

**SECTION 6.** Any detail of longer than 30 days will be documented in the employee's Official Personnel Folder (OPF). When making application for a promotion, an employee may present information relative to detail assignments if the employees believes such information has a bearing on their relative qualifications.

**SECTION 7.** Employees temporarily assigned to perform duties of a higher graded position will be temporarily promoted when the assignment exceeds sixty (60) consecutive days.

## **ARTICLE 32**

### **ANNUAL LEAVE**

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

**SECTION 2.** Requests for planned vacation periods in excess of forty (40) hours should be submitted in writing as early as possible, but in any event not less than (30) days in advance of the planned vacation. The Employer shall approve or disapprove such requests as early as possible but in any event not less than five days prior to the date the leave is to start. Individual requests for annual leave for vacation purposes will be honored to the extent possible, insofar as workload and manpower requirements permit. It is agreed that employees have a responsibility to request annual leave sufficiently in advance to avoid forfeiture of excess annual leave. Except in cases of extreme emergency, management has a responsibility to ensure that employees are afforded the opportunity to use annual leave scheduled and otherwise subject to forfeiture. Requests for leave of 40 hours or less may be submitted at any time in advance of the requested leave and will be approved or disapproved immediately on an individual basis.

**SECTION 3.** Advanced annual leave may be granted to the extent that leave will accrue to the employee during the current leave year in accordance with appropriate rules and regulations.

**SECTION 4.** Employees requesting annual leave for bona fide personal emergencies will notify their supervisor or the supervisor's designee at the onset of the emergency, but no later than two (2) hours after the beginning of the workday. Employees should not assume that merely reporting their absence to someone will result in approval. Approval of leave is not automatic upon notification, but is contingent upon the employee's justification for the absence. The supervisor reserves the right to disapprove a request for emergency leave and may place the employee in a LWOP or AWOL status. This status may be corrected to approved leave if the employee provides acceptable justification for the absence upon return to duty. Approved leave may be charged to either annual, sick, family leave, etc., as appropriate. Retroactive approval may be given when the case warrants it.

**SECTION 5.** Supervisors **may** excuse tardiness of less than one (1) hour for acceptable reasons. If the tardiness is not excused the employee may request to make up the time at the end of the work day or to request annual leave or leave without pay. Management reserves the right to either charge AWOL for such tardiness or to approve the employee's request. Repetitive tardiness may be a basis for disciplinary action.

**SECTION 6.** The Employer reserves the right to cancel previously scheduled or requested annual leave in accordance with appropriate laws and regulations when workload necessitates such action. The supervisor will notify the employee(s) affected as soon as possible after a situation develops which requires rescheduling or cancellation of leave and will provide the employee specific reasons as to the need for these actions.

**SECTION 7.** An employee selected by the National Association of Government Employees National Office to serve in the capacity of an NAGE Union representative or Officer, the service in which requires his/her absence from the work station, ordinarily will be granted annual leave or leave without pay for the requested period of time provided the employee is not in a one of a kind position. Normally, such leave will not exceed a one-year period. An extension of leave without pay beyond one-year will be considered on an individual basis. An employee in an approved leave without pay status retains all rights and privileges with respect to retirement status and coverage under the Federal Employee's Group Life Insurance and Federal Employee's Health Benefits Programs in accordance with applicable laws and regulations.

**SECTION 8.** When there is a conflict in annual leave requests which cannot be resolved through discussion, the conflict will be resolved equitably on the basis of the following considerations:

A. Prior leave granted to the employee for the particular day or time frame in conflict in the previous leave year. If one employee has used leave on the dates in question in the previous year and the other employee did not, the employee that did not use leave on the dates in question the previous year will be given preference. (e.g., the day after Thanksgiving, Christmas week, etc.)

B. Date the leave request was submitted;

C. Length of service in the particular office, section, unit, or shop.

### **ARTICLE 33**

#### **SICK LEAVE**

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

**SECTION 2.** Employees requesting emergency or unplanned sick leave will notify their supervisors (or the supervisor's designee) by telephone as early as practicable but no later than two (2) hours after the beginning of the employee's work shift on the first day of the absence. The employee is required to call in every day thereafter within the first two hours of the beginning of the scheduled work shift unless it is known and approved by the supervisor in advance that the absence will last longer than one day.

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

**SECTION 4.** Sick leave may be advanced to career and career conditional employees not to exceed thirty (30) days in cases of serious illness or disability in accordance with applicable rules and regulations.

**SECTION 5.** Employees who require medical examinations or treatments in connection with a job incurred or job related illness or injury authorized by the Office of Workmen's Compensation will be authorized continuation of pay, workmen's compensation, or leave consistent with current policies and regulations.

**SECTION 6.** Supervisors and Leaders will keep sick leave information and requests for sick leave private and not furnish that information to other employees, individuals outside of supervisory channels, or organizations.

**SECTION 7.** Employees shall not be required to furnish a medical certificate or a signed statement, in lieu of a medical certificate, to substantiate requests for approval of sick leave until or unless such leave exceeds three consecutive work days. If the Employer has reason, based on sound judgment and reasonableness, to believe that an employee is abusing sick leave, a medical certificate may be required to substantiate absences of any duration. In the event the employer suspects abuse of sick privilege, the employee may be required to supply a certificate from a physician. When such abuse is suspected, the employer will notify the employee in writing that a physician's certificate will be required for each future absence. This requirement will be reviewed at three (3) month intervals to determine whether or not a physician's certificate will continue to be required. If it is determined that a medical certificate is no longer required, the employee will be notified to this effect, in writing. All previous notices relating to this subject shall be removed from the employee's record if the employee required no further counseling relative to sick leave usage during the three- month period immediately following such notification.

**ARTICLE 34**

**MILITARY LEAVE**

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

**SECTION 2.** Military leave is accrued at the rate of 120 hours per fiscal year. Any unused portion of military leave, not to exceed 120 hours, will be carried over to the next fiscal year. Part-time employees accrue military leave on a prorated basis.

**SECTION 3.** Military leave is absence from duty in the employee's civilian position without loss of pay to perform military duty. Eligible employees, upon request, will be granted military leave. Employees who have military obligations shall provide to their supervisors a copy of the unit training calendar, the dates of annual training, and other military duty when known. Conflicts in schedules shall be resolved through coordination between the civilian supervisor and the military commander. A copy of the orders when practicable must accompany requests. Upon return to civilian duty, the employee will provide the supervisor official evidence of the performance of military duty which must be forwarded with the employee's time card. This verification will be a copy of the orders with the attached signed statement **(See example below)** by the employee and certifying official that states the duty performed and the dates. If verification is not received within two pay periods after the military duty is completed, the employee will be charged annual leave, compensatory time, leave without pay, or AWOL as appropriate.

**EXAMPLE:**

I certify that I have complied with the attached order/amendments. I certify that I have applied for the appropriate leave. Inclusive dates of duty performed are \_\_\_\_\_ to \_\_\_\_\_.

## **ARTICLE 35**

### **OTHER LEAVE**

#### **SECTION 1.** Family Friendly Leave

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

B. This sick leave may be used for:

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

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

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

#### **SECTION 2.** Family Medical Leave

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

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

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

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

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

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

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

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

### **SECTION 3.** Leave Without Pay

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

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

### **SECTION 4.** Absence Without Leave

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

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

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

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

B. Blood Donations. Employees who volunteer as blood donors, without compensation, may be excused from duty without charge to leave with advance notification to the supervisor. Employees released from duty to donate blood may be authorized up to four (4) hours on the day blood is donated. This time is to be used to travel to and from the blood center, to donate blood and for recuperation following donation. When the supervisor suspects an employee did not give blood on a day he was excused from duty for blood donation, the employee may be required to furnish documentation to support the absence.

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

D. Brief periods of absence or tardiness. In cases of employee tardiness or unavoidable absence for less than an hour, the supervisor may excuse the employee if the supervisor determines that the reason is justifiable. At the supervisor's discretion and at the employee's request, the supervisor may grant an employee's request to make up short absences of less than one hour. Habitual Tardiness or absence by an employee may be charged to AWOL and may serve as the basis for disciplinary action. The occasional use of excused absence for less than one hour may be authorized by the supervisor for other purposes such as hazardous weather, retirement lunches, and unit activities.

E. Closure of an activity. When an activity or part of an activity is temporarily closed by administrative order of the Headquarters, 244<sup>th</sup> Aviation Brigade or other appropriate command, employees may be excused without loss of pay to the extent permitted by law or regulation and to the extent that it is not possible to detail employees to perform other tasks. If a closure occurs, all employees who are scheduled to report for work may be excused when the activity is closed prior to the start of their regular tour of duty. If an employee is already scheduled to be in an approved leave status and not scheduled to report for work, the entire absence will be charged to the appropriate leave category and excused absence/administrative leave is not authorized. All employees who are at work and in duty status will be excused when an activity is closed during their tour of duty. Any employees in an approved leave status will remain in that leave status.

## **ARTICLE 36**

### **HOLIDAYS**

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

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

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

## ARTICLE 37

### ADVERSE WEATHER CONDITIONS

**SECTION 1.** Supervisors may excuse an employee up to one hour for late arrival due to weather caused transportation delays or commuting problems and may release employees up to one hour early when extreme weather presents a safety or severe travel hazard.

**SECTION 2.** Generally, it is the Employer's policy to grant liberal leave to handle severe weather.

**SECTION 3.** In rare instances, extreme or severe weather may prevent a facility from operating. If weather conditions justify curtailing some or all activities during duty hours, employees so affected will be notified promptly by their immediate supervisor or his/her designee. When the supervisor determines that a facility should be closed due to climatic conditions, non-mission required employees may normally be excused for the remainder of the duty day. Mission required personnel will normally be excused after termination of the mission.

**SECTION 4.** If local climatic conditions prior to normal duty hours justify curtailing some or all of the activities or delaying reporting time, notice will be given to the employees as quickly as possible. Personnel will be required to monitor radio and television stations as designated by the Employer to determine if they are required to report for work during inclement weather or other conditions.

**SECTION 5.** When the Employer determines that temperatures are excessively hot (heat index above 100 degrees) or cold (generally below 50 degrees Fahrenheit) in an employee's working area, an employee may be allowed up to 15 minutes an hour to temporarily relocate to another area to warm/cool/rehydrate themselves. When the temperature in the working area exceeds a heat index of 92 degrees or falls below 55 degrees, supervisors will make alternate work assignments to affected employees that will have them working at least 15 minutes out of every hour in an area where temperatures are more moderate. If such an area is unavailable, the employee may be granted a 15-minute rest period. The heat index will not be used until the work area temperature exceeds 88 degrees Fahrenheit. At temperatures at or below 88 degrees, employees will be expected to work as normal.

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

*Note: Exposure to full sunshine can increase HI values by up to 15° F*

**Section 6.** Except for emergency situations, employees who are required to work outside will not be exposed to temperatures below 0 degrees Fahrenheit (wind chill factor included) for periods of more than 15 minutes without subsequent 15 minute periods in a heated area.

**ARTICLE 38**

**DRUG AND ALCOHOL TESTING**

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

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

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

- (1) Direct observation of drug or alcohol use or physical symptoms of being under the influence of an illegal drug;
- (2) A pattern of abnormal conduct, speech, or behavior;
- (3) Arrest or conviction for a drug related offense;
- (4) Information provided by a source deemed credible to the Employer that an employee is abusing drugs or alcohol; or
- (5) If evidence exists that an employee tampered with a previous drug or alcohol test.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 39**

### **EMPLOYEE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

## **ARTICLE 40**

### **DURATION**

**SECTION 1.** This Agreement shall be binding upon the parties for a period of three years. This Agreement shall be automatically renewed from year to year, unless either party gives written notice to the other party of its intention to change this Agreement. Such notice must be given not more than 105 days and not less than 60 days before the expiration date of this Agreement. If either party gives notice, then representatives of the Employer and Union will set a negotiation schedule or shall meet within 30 days to negotiate.

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

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



**APPENDIX B.**

**Alleged Unfair Labor Practice Form**

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**From:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBJECT:** Alleged Unfair Labor Practice

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

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

**Which subsection(s) of the Statute do you believe have been violated?** \_\_\_\_\_

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

**Proposed Resolution:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF CHARGING PARTY**

**Appendix C.**

**DESIGNATION OF REPRESENTATIVE**

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

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

Name of Representative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name of Complainant: \_\_\_\_\_

Address of Complainant: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number:  
(Home) \_\_\_\_\_

(Work) \_\_\_\_\_

Work Hours/Days: \_\_\_\_\_

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

**APPENDIX D.**

**Grievance Form**

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Unit: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Date Incident Occurred: \_\_\_\_\_

Date Presented: \_\_\_\_\_

Previous attempts at resolution (to include Step 1 discussion):

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

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

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

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

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

List Attached Supporting Documentation:

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

What personal relief is expected?

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative's Signature (If Any)

\_\_\_\_\_  
Representative's Phone Number