

MEMORANDUM OF AGREEMENT  
BETWEEN  
106th Signal Brigade - FORT SAM HOUSTON, TX  
AND  
LOCAL 1067  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
AFL-CIO  
MEMORANDUM OF AGREEMENT  
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#### **ARTICLE 1. INTRODUCTORY NOTE**

Section 1. 106th Signal Brigade and American Federation of Government Employees, Local 1067 jointly resolve that a continuing relationship between Labor and Management as Partners is essential to our organization and our future in a new competitive era. To this end this contract has been negotiated in the spirit of partnership and the hope of continuing this relationship as we embark on the many challenges that face our outstanding institution. Both Partners therefore are committed to the following principles:

- a. Partnership requires mutual respect and understanding.
- b. Partnership is a two way street of cooperation.
- c. Partnership requires a free flow sharing of pre-decisional information.
- d. Partnership is enhanced by joint training, Alternate Dispute Resolution (ADR) procedures and consensus decisions.
- e. Partnership is an evolutionary process.

Section 2. For the purpose of this contract:

- a. Employer refers to overall command and control policies, decisions, and authorities vested with the Commander, Headquarters, 106th Signal Brigade, with the understanding that

said authorities may be delegated to lower level management or, as appropriate, to the Director of Civilian Personnel, Civilian Personnel Advisory Center (CPAC).

b. Management or Management Officials refer to all supervisory and managerial officials military and/or civilian) of the 106th Signal Brigade.

c. Supervisor(s) or supervisor officials refer to immediate (first line) military and/or civilian supervisors within the 106th Signal Brigade Signal Brigade chain of command.

d. UNION, unless otherwise specified, refers to the President, AFGE Local 1067, or his designee.

Section 3. Wherever a masculine pronoun is used in this agreement to denote an employee or a supervisor, it refers to persons of both sexes and shall be constructed to include males and/or females as appropriate.

Section 4. When this agreement refers to days it means calendar days unless the language specifically states work days.

## ***ARTICLE 2. ACRONYMS***

### **ACRONYMS**

### **TERMS MEANINGS**

ASAP        Alcohol and Drug Abuse Prevention and Control  
ADR        Alternate Dispute Resolution  
AFGE        American Federation of Government Employees  
AIDS        Acquired Immune Deficiency Syndrome  
AWS        Alternate Work Schedule  
CFC        Combined Federal Campaign  
CFR        Code of Federal Regulations

COP Continuation of Pay  
 CPAC\* Civilian Personnel Advisory Center  
 CSRO Customer Support Representative Office  
 DCP\* Directorate of Civilian Personnel  
 DOA Department of Army  
 DoD Department of Defense  
 DSN Defense Switched Network  
 EFT Electronic Funds Transfer  
 eOPF Electronic Official Personnel Folder  
 EEO Equal Employment Opportunity  
 FECA Federal Employees Compensation Act  
 FLRA Federal Labor Relations Authority  
 FLSA Fair Labor Standards Act  
 FMLA Family and Medical Leave  
 FMCS Federal Mediation and Conciliation Service  
 FPM Federal Personnel Manual  
 FSIP Federal Service Impasse Panel  
 FSLMR Federal Service Labor-Management Relations  
 FTS Federal Telecommunications System  
 FWS Federal Wage System  
 GS General Schedule  
 IBB Interest Based Bargaining  
 IFB Invitation for Bid  
 MEO Most Efficient Organization  
 MOU Memorandum of Understanding  
 MSPB Merit Systems Protection Board  
 OMB Office of Management and Budget  
 OPF Official Personnel Folder  
 OPM Office of Personnel Management  
 OSHA Occupational Safety and Health Administration  
 OWCP Office of Workers' Compensation Program  
 PIP Performance Improvement Plan  
 PPE Personal Protective Equipment  
 PWS Performance Work Statement  
 RFP Request for Proposal

RIF            Reduction in Force  
SCD Service Computation Date  
SF            Standard Form  
SOP Standard Operating Procedures  
SQS Supplemental Qualification Statement  
TAPES       Total Army Performance Evaluation System  
TDY Temporary Duty  
USC United States Code  
VDT Visual Display Terminal

### ***ARTICLE 3. PREAMBLE***

Pursuant to the policy set forth by the Federal Service Labor Management Relations Statute (Chapter 71 of Title 5 of the U.S. Code), the following Articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the 106th Signal Brigade, Fort Sam Houston and the American Federation of Government Employees, Local 1067. WHEREAS the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of employment; WHEREAS the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; THEREFORE, the 106th Signal Brigade, Fort Sam Houston, hereinafter referred to as the "Employer" and the American Federation of Government Employees, Local 1067, hereinafter referred to as the "Union", do hereby make and enter into the following agreement:

## ***ARTICLE 4. COVERAGE***

Section 4-1. The Employer recognizes the Union as the exclusive representative for all non-professionals, non-supervisory General Schedule and Wage Grade employees employed in the 106th Signal Brigade, Fort Sam Houston, TX.

Section 4-2. Excluded are all professional employees, supervisors, management officials, and employees described in described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## ***ARTICLE 5. GOVERNING LAWS AND REGULATIONS***

Section 5-1. Pursuant to the policy set forth by the Federal Service Labor Management Relations Statute (Chapter 71 of Title 5 of the U.S. Code), the following Articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the 106th Signal Brigade, Fort Sam Houston and the American Federation of Government Employees, Local 1067.

Section 5-2. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and regulations of government-wide authorities; by published Employer policies and regulations in existence at the time the agreement was approved; and by subsequently published Employer policies and regulations required by law or the regulations of government-wide authorities.

Section 5-3. Where any regulation or policy, with the exception

of government-wide rules or regulations, conflicts with this Agreement and/or a Supplemental Agreement, the Agreement shall govern. If a government-wide rule or regulation would come into conflict with the language of this agreement during the life of the agreement, the parties will negotiate over reconciling the language in the agreement with the government-wide rule or regulation.

## ***ARTICLE 6. EMPLOYEE RIGHTS***

Section 6-1. Each employee shall have the right to join, promote, or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Except as otherwise provided under Chapter 71 of Title 5 U.S.C., such right includes the right to:

- a. 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 the heads of agencies and other officials of the Executive Branch of the Government, the Congress or other appropriate authorities.
- b. Engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Chapter 71 of Title 5 U.S.C.
- c. Petition Congress or a Member of Congress, individually or collectively, or to furnish information to either House of Congress, or to a committee or member thereof.

Section 6-2. The Employer shall take such action consistent with law, regulation and this contract as may be required to inform employees of their rights and obligations.



Section 6-3. Any employee has the right, regardless of labor organization membership, to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules and regulations.

#### Section 6-4. ACCOUNTABILITY.

a. An employee is accountable only for the performance of official duties and compliance with standards of conduct for Federal employees. Employees assume responsibility for proper care, maintenance, and safeguarding of government property. Within this context, the employer affirms the right of an employee to conduct his private life, as he deems fit provided that such conduct does not discredit the Federal Service. Employees with access to sensitive information should be aware that certain off duty conduct may adversely impact the organization and the employee personally.

b. The Employer, management officials, and supervisors will not coerce or in any manner require employees to invest their money, donate to charity, or participate in social activities, meetings or undertakings not related to their performance of official duties, or mission of the agency.

Section 6-5. The Employer shall semi-annually inform employees of their rights to be represented by the Union at:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit concerning any personnel policy or practices or other general condition of employment; or

b. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if...

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

(2) The employee requests representation.

Section 6-6. Employees will be informed of rules, regulations and policies, and any changes under which they are obligated to operate, including their job duties, and access to Standard Operating Procedures (SOPs) determined by Management to be necessary for the satisfactory performance of their job. Provided it is authorized by Federal Service Labor Management Relations Statute (Chapter 71 of Title 5 of the U.S. Code).

Section 6-7. When any employee is served with a subpoena, summons, complaint, or other legal process, it will be done in a manner such as to cause minimum embarrassment to the employee being served with respect to his fellow employees. Such service will be effectuated with the knowledge of Management when possible and practicable, and the proceedings will be conducted in as private surroundings as possible under the conditions prevailing.

Section 6-8. No electronic recording of any conversation between a Bargaining Unit employee and an official of the Employer may be made without mutual consent except for authorized monitoring or officially approved investigations. When a recording is made, the employee will be given the opportunity to review the transcript for accuracy and will be provided with a copy of the final document upon request.

Section 6-9. Employees have the right to refuse orders that would require the employee to violate the law. When an employee refuses to follow an order on these grounds, the employee must notify the supervisor and identify the law that would be violated. If

the supervisor or a higher level official determines it is a lawful order, the employee should comply. This does not prohibit the employee from filing a grievance under the negotiated grievance procedure after following the order or take away any other action authorized by appropriate authorities.

Section 6-10. Employees have the right, consistent with applicable laws, rules, regulations, and this agreement, to:

- a. Working conditions that are safe and healthful.
- b. Training normally consider necessary to ensure satisfactory job performance.
- c. Use duty hours that are reasonable and necessary to discuss their problems with the Personnel Office, the equal Employment Opportunity Office (EEO), the Union, the Employee Assistance Office, and/or a person designated to provide guidance on questions of conflict of interest, without divulging specifics of an issue. The employer and union recognize the timing for release of employees is a consideration and that employees must use their immediate supervisor or above.
- d. Supervisor will inform the employees of what is expected of them, to whom they are directly responsible to and what is expected of them in their work relationships with their fellow employees.
- e. Fair treatment and a work environment free of intimidation, coercion and harassment.
- f. Exercise appropriate and timely measures to clarify conflicting orders from management officials before Management decides to take an adverse or disciplinary action resulting from the employee's failure to comply with these orders.

g. Protection of personal privacy.

h. Be permitted to review their Official Personnel Folders (OPFs), as needed, and obtain a copy at no cost to the employee.

i. A work environment where employees are treated nondisparately with common courtesy and consideration normal in an Employee-Employer relationship, and conversely, they have a responsibility to treat all others in the same manner.

#### Section 6-11. MISCELLANEOUS.

a. Management will make reasonable effort to ensure that adequate eating facilities are available to employees within a reasonable distance from the work area as currently exist. If available, food and drink vending machines will be located in proximity of the eating facility as currently exist.

(1) For employees working in areas where eating or drinking is not permitted, management officials will make a reasonable effort to designate an area for the normal consumption of beverages and snacks.

(2) Whenever possible, break and lunch areas will be provided without work equipment or machinery.

b. In case of a formal investigation involving a search of an employee's personal effects, the employee may request a Union representative be present at the search. Such request will be honored if the investigation/search is not unduly delayed or obstructed.

c. If deemed relevant, employees will be permitted to review and copy any regulation on duty time, and at no cost to the

employee.

d. Employees are entitled to proper and timely compensation for their services. All newly hired employees must be paid by Electronic Funds Transfer (EFT) to financial institutions chosen by the employees. However, once an employee is competitively promoted or reassigned, separated or reemployed, mobilized, or recalled to active duty, the employee must be paid by EFT. An employee may request a waiver of up to one (1) year, subject to renewal, for reasons of financial difficulty, financial irresponsibility, or other extenuating circumstances. If a paycheck is more than three (3) days late, an employee may request and receive a reissued (recertified) check. The Employer and Union are aware and agree that EFT is mandatory effective 1 January 1999.

e. In the spirit of Partnership, the Employer agrees to reinforce annually the importance of management official's responsibility to ensure that timekeepers are adequately trained.

## ***ARTICLE 7. UNION RIGHTS***

Section 7-1. INTRODUCTION. The Employer recognizes the Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for and to negotiate agreements covering all employees in the unit and is responsible for representing the interests of all such employees.

a. Management agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to negotiate with the Union regarding implementation of any new policy or change in existing policy affecting employees or their conditions of employment.

b. The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to

problems. This right shall apply at all levels of management within the agency and the Union.

c. The Employer will recognize the Officers and Officials/ representatives designated by the Union, in writing, and will maintain, on a current basis, a list of the Union Officers and Officials, including Stewards. The Union may post the list of Local Officers and Officials and/or area Stewards on official bulletin boards.

d. Subject to applicable laws and regulations, the Employer recognizes the need for the Union to communicate directly with Bargaining Unit employees without interference, coercion, or censorship. Such communication should not interfere with the organization's ability to accomplish its mission or adversely affect the workplace.

Section 7-2. Where the Employer has advance notice, management will not communicate in writing directly with Bargaining Unit employees through surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate. This includes all written questionnaires and surveys from all other agencies.

Section 7-3. REPRESENTATION. The Union will be notified and be given the opportunity to be present and to participate at any formal discussion between one or more representatives of Management and one or more employees in the unit or their representatives concerning any grievance, personnel policy or practice or other general condition of employment. The Union will also be allowed to be present and represent an employee at any examination of an employee in the bargaining unit by a representative of Management in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary/adverse action against the

employee and the employee requests representation.

Section 7-4. The Union shall be given the opportunity to make a presentation (up to 15 minutes) during each 106th Signal Brigade orientation session for new employees. Management will provide the Union with notice of the date, time, and place at the time the orientation is scheduled. The union official making the presentation will be allowed official time to make the presentation.

Section 7-5.

a. The Union agrees to make reasonable efforts to be specific in identifying the areas of information desired, when requesting information under 5 U.S.C.7114(b)(4).

b. When necessary and consistent with the Union's right to information under law, employee data may be sanitized in the interest of protecting individual privacy. Union representatives are responsible for maintaining the confidentiality of personal data made available to them under this provision. In protecting personal/personnel data, the Union will comply with the requirements of the Privacy Act - FOIA.

c. All informational requests by the Union under 5 U.S.C. 7114(b)(4) will be submitted to the higher headquarters point of contact for processing FOIA request.

Section 7-6.

a. Upon thirty (30) days advance written request by the Union, the Union shall be granted the authority to conduct two (2) full scale membership drives (to include participation of AFGE National representatives), of not more than twenty (20) days duration each, within a one (1) year period. However, it is understood by the parties, the Local President may conduct

"lunch and learn" sessions as well as solicit employees in the parking lot of individual buildings housing bargaining unit employees. Any solicitation of employees in the parking lot must be done during the non-duty hours of employees.

b. Employees may be solicited only before and after duty hours and during non-paid lunch periods.

c. Upon request, the employer shall provide the Union with furniture that may be available to support their effort. Use of desk drops will require prior approval of the employer.

d. The Union will submit requests for membership drives to management and should include, at a minimum, the following information:

(1) Proposed dates (duration) of membership drive.

(2) Specific 106th Signal Brigade headquarters where drive is proposed.

(3) Names and telephone numbers of employees who will be involved and supervisors' names and telephone numbers.

(4) Names and telephone numbers of non-employees who will be involved.

e. Specific details regarding the drive, as agreed to, will be set forth in writing prior to the beginning of the membership drive.

## ***ARTICLE 8. EMPLOYER RIGHTS***

Section 8-1. Management officials of the agency retain the right, management's rights consistent with the statutory language under 5 U.S.C. §7106:



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

Section 8-2. The right to make rules, regulations, and policies shall be considered acknowledged functions of the Employer. In making rules, regulations, and policies relating to personnel policies, practices and procedures, and matters of working conditions, Management recognizes its obligation with the Union and the obligations imposed by this agreement.

Section 8-3. Nothing in this section shall preclude the Employer and the Union from negotiating:

- (1) at the election of the Employer, on 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;

(2) procedures which management officials of the Employer will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 8-4. The provisions of this Article shall not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of the Management rights set forth in this Article through appropriate channels.

## ***ARTICLE 9. REPRESENTATION AND OFFICIAL TIME***

Section 9-1.

a. The Union may designate Officials and Stewards. The Union shall determine the number and location of Stewards; however, in the spirit of Partnership the Union agrees to act judiciously when appointing Stewards to ensure that any given work area is not unduly impacted. The Union also agrees to ensure that the Employer has a current list of Stewards and Union officials and agrees that only employees on this list will be recognized and approved for official time. Officials or Stewards will represent the employees in dealings with supervisors about the applications of personnel practices and policies, and other matters affecting working conditions of employees.

b. Upon request from either party, Officials or Stewards and supervisors shall discuss informally items of concern in the application of this agreement to avoid misunderstanding and to

deter complaints from either party.

Section 9-2 AUTHORIZED OFFICIAL TIME. Union Officers and Stewards, shall be permitted reasonable times during working hours without loss of leave or pay when approved by the first line supervisor, to represent employees in accordance with this agreement. Use of official time when approved by the first line supervisor will not be limited to the confines of the activity but will allow the representative to travel in accord with the needs of the individual case. Activities for which properly designated Union representatives may appropriately use a reasonable amount of official time during duty hours without charge to leave or loss of any pay, includes but is not limited to the following:

- a. The Union agrees that its Officials and Stewards will use official time judiciously.
- b. For representing the Union in negotiations in accordance with, "Negotiations," official time will be authorized for such purposes during the time the employees would otherwise be in a duty status;
- c. To investigate, prepare, and present a complaint, grievance, or appeal as a Union representative of an employee;
- d. A Union representative will be afforded reasonable official time to be present at the time of settlement or decision of any complaint, grievance, or appeal, where the complainant has not elected a Union representative;
- e. Reasonable time for preparation of information reports, required under 5 U.S.C. Section 7120(c), including financial reports and trusteeship reports, shall be accorded to Union officials. The amount of time granted will be that necessary to

gather data and complete reports;

f. Attend formal and investigatory meetings between management officials and employees when such meetings are called by management and meet the criteria of 5 U.S.C. 7114(a)(2);

g. To participate in an arbitration or other administrative hearing including EEO, Merit Systems Protection Board (MSPB), or Office of Workers Compensation Program (OWCP) in either a representational capacity or as a witness. This provision is not intended to replace or conflict with a representatives or a witness' entitlement to official time under statutory venues.

h. Negotiate with management officials concerning grievances, personnel policies or practices, or matters affecting working conditions of employees;

i. Attend committee meetings as a designated Union representative;

j. Present Union grievances to the Employer;

k. Respond to Employer grievances; and

l. Reasonable time shall also be granted as necessary to Union representatives and affected employees to prepare for meetings referenced above (except for Subsection a above which is covered in Article 49, "Negotiations"). The necessity for the amount of available preparation time shall be determined on a case by case basis, depending upon case complexity, time constraints, number of issues involved, etc.

m. In the event Management has reason to believe that one or more representatives of the Union may be using more than

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reasonable amounts of official time, Management will discuss the matter with the Union President or designee.

n. The Union reserves the right to negotiate official time with management, pursuant to Section 7131 of the Federal Service

Labor-Management Relations Statute for any representation which is not listed above and authorized by the Statute.

### Section 9-3.

a. Each Official/Steward who is employed by the Employer will coordinate with his supervisor in advance regarding time to be spent on representational activities. The Union representatives will provide the supervisor with the case number, the type of representational activity or other reference for the project being worked on during release for representation. They will provide a telephone number or location where they can be contacted and the amount of time they expect to be away from the work area or on the telephone in the event of a lengthy call. If additional time is required after departing the work area, the Official/Steward will call to coordinate additional needs with his supervisor.

b. Prior to entering an employee's work area, the Official/Steward will coordinate with the employee's supervisor. If due to mission needs, the meeting with the employee is not possible, the supervisor will advise the Official/Steward the time the employee will be available.

c. The Official/Steward will report to his supervisor when he returns to his assigned duty station and will provide a completed copy of the time usage form within ATAAPS.

d. If the supervisor cannot release the representative at the time requested or grant an extension of time due to mission requirements, the supervisor will advise the Union representative

of when he/she will be released. This includes coordination between them for scheduling conflicts.

e. When a request for release has been disapproved in its entirety the supervisor will furnish the Union President or designee, in writing, the reason for the disapproval.

f. In the event a supervisor denies a Steward time (i.e., Para d and e above), any and all time limits will automatically be extended.

Section 9-4. Employees will also receive a reasonable amount of official time to participate in the activities necessary to process his/her individual complaint or grievance concerning conditions of work or those complaints or grievances initiated by the Union or the Employer. Employees who desire to leave their work site during work hours for such reasons as seeking representation, discussing or initiating a complaint/grievance, will also follow the procedures above with the exception of completing the official time form.

Section 9-5. There shall be no restraint, coercion, or discrimination against representatives of the Union because of the performance of duties in consonance with this agreement, or against any employee for filing a complaint or acting as a witness under this agreement, the Act, or applicable regulations.

#### ***ARTICLE 10. OFFICIAL TIME FOR TRAINING OF UNION OFFICIALS AND STEWARDS***

Section 10-1. Management agrees to grant official time to Union Officials and Stewards employed within the bargaining unit to attend Union sponsored training or other training of mutual concern and benefit to the parties and the employees of the unit.

a. During each year of the life of the agreement, the Union will be authorized 400 bank of hours from which Officials, Stewards and any other designated representative of Local 1067 may draw, which is non-cumulative. Unless otherwise approved by the Employer, Union representatives (Officers, Stewards and other designated representatives) will be limited to reasonable amount of time. Every other year each representative will be limited to an additional 16 hours. Normally, training periods will be 16 consecutive hours or less and will require special request for periods which exceed 16 hours. Management will carefully review case-by-case Union requests for additional amounts of time to facilitate partnership. The effective date of this agreement will begin the training year cycle.

b. Official time for training will be used by the Union in the manner it feels is most effective to accomplish its training needs subject to section 7131(b), 5 U.S.C.

Section 10-2. Requests will be submitted in writing on behalf of the Stewards by the Union to the Employer. The request will normally be submitted 30 days in advance or as soon as possible to allow adequate time for a decision and adjustments to work schedules/shifts.

a. Requests will be signed by the President or his designee and will include the following:

(1) Names of employees scheduled for training

(2) Dates, times and location of training

(3) Agenda or description of training

b. The Employer will provide written explanation of disapprovals as soon

as it is known but normally no less than two (2) weeks prior to the training, thereby giving the Union ample time to seek adjustment and/or to nominate other participants.

c. Concurrent with the above action, the Union officials involved will advise the supervisors of the request and of the period of time involved.

Section 10-3. Subject to Management's approval and the concurrence of the hearing official, attendance, as an observer, at arbitrations or other statutory or legal hearings will be considered training, at the Union's request, and the requirements outlined above will apply.

Section 10-4. Notification (verbal or written) of the attendees of the training will be provided by the Union to management within fifteen (15) calendar days after the completion of the training.

### ***ARTICLE 11. AGREEMENT ORIENTATION***

The Employer agrees to grant eight (8) hours of official time to each Union officer and each recognized Union steward for the purpose of attending orientation briefings relative to this Agreement within sixty (60) days of this agreement being implemented. Upon ten (10) days advance notice from the Union, Management will release Union Officials for training unless emergency requirements prevent release. In addition, Management agrees to grant official time, as required or necessary, for briefings on changes to the Agreement made during mid-term bargaining. This time is over and above the official time granted by this contract for training purposes. The Union will be invited to make a presentation to supervisors during the training presented by Management to supervisors and managers.



## **ARTICLE 12. FACILITIES AND SERVICES PROVIDED TO THE UNION**

Section 12-1. The Union may use the Employer's internal distribution system for official correspondence with Management and Bargaining Unit employees except that mass distribution of other than the Union newsletter must be approved on a case-by-case basis by the Employer.

Section 12-2.

a. The Union may have access to bulletin boards where notices to employees are customarily posted for posting the Union's notices of meetings, recreational or social affairs.

b. The Employer will make space available on appropriate official designated bulletin boards where notices to employees are customarily posted for posting of appropriate literature. The Union, in posting material on designated bulletin boards, agrees that it is fully and solely responsible for the content of the material in terms of accuracy and adherence to ethical standards, and that it does not violate any laws, or the security of the Employer. The Union further agrees that it is responsible for the neat and orderly maintenance of this allocated space, including removal of obsolete material.

c. The following statement will be posted by the Union on appropriate designated bulletin boards:  
"A portion of this bulletin board is furnished for the convenience of the Union. Objections to posted material must be brought to the attention of management or an AFGE official."

d. No material may be removed from the Union portion of bulletin boards except by a Union official, or at the direction of

management if the material is obviously obscene, racial or is "classified."

Section 12-3. The use of the Employer's facilities by the Union will not be available for posting or distribution of vulgar, libelous or defamatory material directed at the Agency officials or programs.

Section 12-4. The Union and employees shall be granted access to all Office of Personnel Management (OPM) and Merit Systems Protection Board (MSPB) regulations, 5 U.S.C. and 5 CFR, as may be maintained electronically.

Section 12-5.

a. Upon request by the Union, the Employer agrees to furnish to the Union, for its internal use only, two (2) lists which will contain the names, grades, and position titles of all employees in the bargaining unit. The listing will be sorted by (1) alphabetical and (2) departments within 106th Signal Brigade; e.g., Special Staff etc.

b. The Employer shall furnish the Union, on a monthly basis, the following information regarding all new employees who are members of the bargaining unit:

- (1) Full name;
- (2) Position title and grade;
- (3) Organizational assignment;
- (4) Phone number

## Section 12-6.

- a. The Union will be provided with a heated and air conditioned office space with access to bathroom facilities.
- b. The Employer agrees to provide office equipment and furnishings as available from excess property, including but not limited to desks, chairs, label makers, computers, printers, software, etc.
- c. The Employer agrees that the Union will be provided with government telephone line with touch-tone capability in the Union office at no cost to the Union.
- d. All electronic means of communication are subject to compliance with agency's internal security practices and procedures governing the utilization of such media and that any usage of the Employer's computers, email, or other electronic media is strictly limited to communications permitted under the Statute and that the sending of messages related to the internal business of the union remains prohibited.

Section 12-7. Management will allow Union Officers and Stewards to use the Employer's telephones (to include FTS/DSN access), computers to which they normally have access, label makers, fax machines and copy machines in the performance of functions related to the representation of bargaining unit employees. It is understood by the Union that this equipment will only be used with approval by Management when it is "idle" (not in use by the section, service, or department) The Union agrees to abide by the accepted standards regarding use of official time. All electronic means of communication are subject to compliance with agency's internal security practices and procedures governing the utilization of such media and that any

usage of the Employer's computers, email, or other electronic media is strictly limited to communications permitted under the Statute and that the sending of messages related to the internal business of the union remains prohibited.

Section 12-8. At the request of the Union, Management will provide the Union with the use of suitable space for meetings, if available, during non-duty hours of employees.

Section 12-9. Management will provide, at no cost to the Union, booklet copies of this agreement, printed in type that can be read easily, to the Union for distribution to each employee of the bargaining unit. The Employer will provide each new employee with a copy as they enter the unit. The Union will be furnished with fifty (50) additional booklets. The Employer further agrees to post this agreement electronically. The Union and the Employer agree to publicize the electronic location.

Section 12-10. The Union office telephone numbers will be published in the 106th Signal Brigade Directory.

### ***ARTICLE 13. PAYROLL WITHHOLDING OF LABOR ORGANIZATION DUES***

Section 13-1. The Union and the Employer agree that any eligible employee who is employed in the bargaining unit, and who is a member in good standing of the Union, may authorize an allotment of pay for the payment of dues for membership, provided:

- a. The employee continues his employment in the unit for which exclusive recognition has been granted;
- b. The employee has voluntarily submitted a request for such allotment of pay; and,

c. The employee received each pay period sufficient net salary to cover the allotment after other legal and required deductions have been made.

Section 13-2. The Union agrees that it will be responsible, during non-work time of employees concerned, for procuring the prescribed allotment form (Standard Form 1187); distributing the form to unit members; certifying the amount of its dues; and informing and educating its members on the program for allotments for payments of dues, and the uses and availability of the required form.

Section 13-3. An Officer of the Union will receive the forms from members who request an allotment. He/She will complete Section A of the authorization forms and submit them to the Civilian Personnel Advisory Center (CPAC) Fort Sam Houston, ATTN: Labor Relations, JBSA Fort Sam Houston, Texas 78234.

Section 13-4. Authorizations received in the CPAC will be effective in the next regular bi-weekly pay period, and bi-weekly deductions will continue in effect until the allotment is terminated.

Section 13-5. The amount of dues to be withheld shall be in accordance with Section 7115 of 5 U.S.C., Chapter 71. The amount to be withheld shall be the same for all members of the Union, written notification of the new amount and the effective date will be made through the CPAC. Changes in the amount of dues to be deducted will not be made more than twice every twelve (12) months.

Section 13-6. The dues will be remitted to the Treasurer, AFGE Local 1067, after the completion of each bi-weekly pay period. Automatic Electronic Fund Transfer (EFT), is effective *1 June 2014. Each remittance will be accompanied by a statement*

*containing the following information:*

- a. Identification of the installation, and unit;
- b. Pay period date;
- c. Identification of the Local;
- d. Names of members for whom deductions were made and amount of each deduction;
- e. Total amount withheld each pay period; and,
- f. Net amount remitted.

Section 13-7. An employee may submit a revocation of his allotment. The revocation will be effective at the beginning of the first pay period following the anniversary date of the employee's signed dues withholding (SF-1187). The revocation should be made on a Standard Form 1188 that will be provided to the employee by the Employer or the Union, upon request, for this purpose. The employee may submit a revocation by letter which contains the employee's name, social security number, and activity or other work site designation. It is the employee's responsibility to submit his written revocation directly to the CPAC on a timely basis. If the Union receives any written revocation of allotment, the Union will send it, within ten (10) working days after receipt, to the CPAC. The CPAC will provide copies of revocations to the Union and will advise the Union when employees have been dropped from payroll deductions, and the reasons.

Section 13-8. The Union will notify the CPAC within five (5) calendar days when an employee with a current allotment ceases to be a member in good standing. The CSRO will terminate the

allotment upon receipt of the information.

Section 13-9. An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action; when this agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense; or when the employee has been suspended or expelled from the labor organization.

Section 13-10. The allotments for all employees who are members of the Union will be terminated if the Union loses eligibility for exclusive recognition.

#### ***ARTICLE 14. AUTHENTICATION OF CORRESPONDENCE***

Section 14-1. All written communication on behalf of AFGE Local 1067 will be signed by the President of the Local or his/her appointed designee. Such appointment will be in writing to the Employer.

Section 14-2. All written communication regarding policy issues will be provided to the Union by the Employer or his/her designee. Such designation will be in writing to the Union.

Section 14-3. Should Local 1067 be placed under trusteeship, the person designated by the National President will sign all correspondence issued on behalf of the Union.

Section 14-4. The Employer will notify the Union annually or when a change occurs, of the names and duty phone numbers of Management's representatives regarding federal labor.

#### ***ARTICLE 15. POSITION CLASSIFICATION/MANAGEMENT RELATIONS***

Section 15-1. A job description is a written record of the basic duties and responsibilities assigned to a position and which comprise the major duties assigned to an employee. Each position established or changed must be accurately described in writing, and classified to the proper occupational title, series, code, and grade.

- a. The description must clearly and accurately state the principal and grade controlling duties, responsibilities, and supervisory relationships of the position. Significant changes to a position will be incorporated in the job description to assure the position is correctly classified and graded to the appropriate title, series, and grade.
- b. Supervisors will ensure their employees are furnished with a current, accurate copy of the job description to which assigned within thirty (30) days of assignment.
- c. Management agrees to inform the Union of changes in duties and responsibilities which adversely impact employees of the bargaining unit and allow for impact and implementation negotiations at the Union's request.
- d. The inclusion or omission of duties in a job description does not alter the Employer's right to assign, change or eliminate duties and/or responsibilities in a position.

Section 15-2. Management will, upon request, meet with employees to discuss and review their job descriptions.

- a. Management will consider employee suggestions for changes to the job descriptions that may be needed.
- b. An employee may request that his/her supervisor review the



employee's job description for accuracy in the event the employee feels that the job description does not cover the major duties of the position. Such a request will not be construed as a formal complaint, and all input will be accepted.

c. When differences concerning the accuracy of a job description cannot be resolved between the supervisor and the employee, the employee may file a grievance under the negotiated grievance procedure and have a right to Union representation.

Section 15-3. An employee has the right to appeal the classification of his position at any time:

A General Schedule (GS) employee may appeal to the Department of Defense (DoD) Civilian Personnel Management Service using the established appeal procedure or directly to the Office of Personnel Management (OPM) under their appellate procedures.

Section 15-4. Employees have the right to be assisted in preparing and presenting classification appeals by representatives of their own choosing; however, these representatives may not be employees of the servicing Civilian Personnel Advisory Center.

Section 15-5. Retained grade and retained pay rights will be accorded to those employees whose positions are downgraded consistent with OPM regulations.

## ***ARTICLE 16. IMPACT OF TECHNOLOGICAL CHANGE***

Section 16-1. When Management determines that the implementation of new technology impacts on the working conditions of bargaining unit employees, management will provide

the Union with advance notification and an opportunity to bargain when appropriate. The notification should include information concerning the nature of the new technology and what employees would be affected by it.

Section 16-2. Whenever possible Management should consider soliciting input from those employees who will be affected by the technology being proposed or the equipment being purchased, IAW Chapter 71, Title 5, US Code.

Section 16-3. Management agrees that when new equipment is brought into a section, bargaining union employees who will be the end users should be trained to operate that equipment as necessary. In the spirit of Partnership, Managers should consider, whenever possible and practical the input of the employees on training issues related to the new technology.

Section 16-4. Where extreme technological changes are made through the implementation of new technologies or upgrading or changing of current technologies Management should hold a performance counseling session with the affected employee(s) to review the existing standards/objectives and make modifications as appropriate.

Section 16-5.

a. When technological changes are significant the employee may request a review of their position for the purpose of reclassification and in accordance with Article 15, Position Classification, and Article 17, Merit Promotion Plan.

b. Upon request from an employee who is unable to meet the minimum performance requirements established for new technology, Management may survey other positions of the same grade and like job descriptions within the bargaining unit, and

consider the voluntary transfer between qualified eligible employees in order to accommodate the affected employee.

Section 16-6. The Employer recognizes the need to provide a quality work environment for each employee and the difficulty of this challenge when there is a major change in working conditions. In this regard the Employer is committed to ensuring that pressures on employees stemming from new technology are ameliorated when possible. However, the Employer recognizes that some employees will experience some difficulty and that their behavior or performance in the work place may be altered. In these cases Management officials may consider these factors and assist the employee(s) as appropriate.

## ***ARTICLE 17. MERIT PROMOTION PLAN***

Section 17-1. Merit placement and promotion procedures will be governed by Fort Sam Houston Regulation 690-4, Merit Placement and Promotion, the USA Jobs process and other applicable laws and regulations and the following:

- a. Vacancy announcements will be open IAW with OPM, CHRA and CPAC guidance.
- b. The Union President will be provided a list of all vacancy announcements.

Section 17-2. Rating and ranking of candidates for positions in the bargaining unit which are filled through competitive promotion may be performed by staffing personnel or by an evaluation and ranking panel, depending upon which is most appropriate in view of the characteristics of the position being filled and such factors as time and cost. The Employer will determine when panel rating is appropriate. Raters shall treat all information obtained in the rating process as strictly confidential and shall not discuss the

proceedings. Where the Employer has reasonable cause to believe that there has been a breach of confidence by a rater, that person will be disqualified.

#### Section 17-3.

a. A unit employee who has been demoted through reduction in force (RIF) or reclassification action shall be entitled to priority consideration for promotion until re-promoted to his former grade or he turns down a reasonable offer at his former or intervening grade level. If an intervening grade level offer is accepted, consideration for promotion to former grade will continue.

b. The selecting official may select the individual or request a list of best qualified candidates.

Section 17-4. A management directed reassignment is normally made after obtaining the employee's consent. If the employee does not consent to the reassignment, the action will be formally proposed to the employee and the employee will have the opportunity to present reasons why the reassignment should not take place. The decision to make the reassignment will be made by the Employer representative in coordination with the CPAC.

#### Section 17-5.

a. In the spirit of Partnership, the parties recognize that crosstraining can provide a valuable opportunity for permanent and temporary employees to broaden their experience or gain new skills. To facilitate this, Management agrees to review, on a regular basis, opportunities for cross-training and for increasing the amount of cross-training conducted within its services or divisions. Management is encouraged to inform and discuss the opportunities with their employees.

b. A copy of any referral list for bargaining unit positions within 106th Signal Brigade forwarded to a selecting official will be

provided to the Union. The Union will be notified of the candidate(s) selected, once an offer has been made and accepted and confirmed by the Directorate of Civilian Personnel.

Section 17-6. MANAGEMENT DIRECTED REASSIGNMENTS. A directed reassignment is normally made after obtaining the employee's consent. If the employee does not consent to the reassignment, the action will be formally proposed to the employee and the employee will have the opportunity to present reasons why the reassignment should not take place. The decision to make the reassignment will be made by the Management official in coordination with CPAC.

Section 17-7.

a. A bargaining unit employee who has been demoted through reduction in force (RIF) or reclassification action shall be entitled to special consideration for promotion until repromoted to his former grade or he turns down an offer at his former or intervening grade level. If an intervening grade level offer is accepted, consideration for promotion to former grade will continue. Bargaining unit employees who apply in response to an announcement for a unit vacancy and who meet minimum qualification requirements will be referred in advance of the referral of the best qualified group.

b. The selecting official may select the individual or request a list of best qualified candidates. Bargaining unit employees who are referred on the best qualified list will be selected provided they are on grade and pay retention subject to the following criteria:

(1) The employee's service in the higher grade was satisfactory;

(2) The employee's conduct prior to demotion was satisfactory based on an overall review of the employee's personnel records; and

(3) The employee meets current qualification requirements for the position.

## ***ARTICLE 18. DETAILS AND TEMPORARY PROMOTIONS***

### **Section 18-1.**

a. A detail is the temporary assignment of an employee to a different position, work area or set of duties for a specified period of time with the employee normally scheduled to return to his/her regular duties at the end of the detail. A detail does not change the employee's official title, grade, or pay rate. The statement on each job description "performs other duties as assigned," shall not be used to have employees perform work outside the scope of the position on a regular or recurring basis without adherence to the rules and regulations pertaining to details and temporary promotions.

b. Detail and temporary promotion procedures will be governed by Fort Sam Houston Regulation 690-4, Merit Placement and Promotion, and other applicable laws and regulations (Sections 2301 and 2302, Title 5, U.S.C.), and the following.

Section 18-2. Details will be assigned on a fair basis, consistent with employee qualifications, and without discrimination or personal favoritism. Details will not be used as forms of reward or punishment. Managers are encouraged to rotate details equitably among those employees who have been determined by management to have the capacity and requisite skills for assuming the responsibilities of the assignment unless competitive procedures are used. In assigning details, the

Employer will be considerate of the employee's personal circumstances. Attempts to resolve employees' dissatisfactions concerning details will include informal discussions between the appropriate supervisor, employees, and Union representatives, upon request.

Section 18-3. Details in excess of 30 days will be requested on SF 52 by the Employer and submitted through the CPAC to be recorded in the employee's Official Personnel Folder. Details need not be documented if the detail is identical to or of the same grade and series requiring the same basic duties as the employee's current position.

Section 18-4. Employees will be considered and selected for details on a fair basis consistent with employee qualification and skill requirements. It is recognized that certain factors, i.e., security clearance, continuity of jobs of short duration, peculiar environmental or skill requirement, may cause imbalances in the equitable distribution of details. If either party determines, on a case by case basis, an unacceptable imbalance or concerns exist, rosters should be maintained. Such rosters will be established by the Employer with employees listed by seniority, based on service computation date (SCD).

Section 18-5. Temporary promotion instead of a detail will be made when the employee is to be assigned to a higher grade position for a period of more than ninety (90) calendar days and the employee is fully qualified for promotion. The temporary promotion should be initiated at the earliest date it is known by Management that the assignment is expected to exceed ninety (90) calendar days. Management officials may submit a request for temporary promotion, if appropriate and within laws and regulations, for details of ninety (90) days or less when the employee is fully qualified. Temporary promotions in excess of one hundred-twenty (120) days to higher grade positions must be done in accordance with competitive procedures.

Section 18-6. In assigning details, the Employer will be considerate of the employee's personal circumstances.

Section 18-7. Attempts to resolve employees' dissatisfactions concerning details will include informal discussions between the appropriate supervisor, employees, and Union representatives, upon request.

Section 18-8. Detail assignments and performance, when appropriate, shall be given consideration and weight when considering employees for merit promotion opportunities.

Section 18-9. The Employer encourages employees to actively seek, with management approval, opportunities that will enhance the overall productivity and operational quality of the organization as well as their own professional development.

### ***ARTICLE 19. REDUCTION IN FORCE***

Section 19-1. The Employer shall inform the Union of proposed action to implement a reduction in force (RIF) as soon as practical after the Employer becomes aware that a RIF is imminent. Where attrition will not satisfy the proposed manpower reduction, the Union will be invited to participate in the development of the implementation plan. The Employer will inform the Union as to the approximate number of positions involved, types of positions, and proposed effective date. The Employer agrees not to implement this action until it has been negotiated in accordance with Article 48, Negotiations.

Section 19-2.

a. The Employer agrees to make every reasonable effort to minimize the effects of a reduction in force in the unit through the



reassignment, under applicable regulations, of the employees to available vacancies for which they are qualified and immediately institute a freeze on hiring from the outside if at least fifty (50) employees are scheduled to be separated. Exceptions to the freeze would be filling of vacancies for mandatory mission needs, temporary fills, or if it is determined that a vacancy cannot be used for RIF placement.

b. The Employer agrees to consider modifying job qualification requirements for existing vacancies (same or lower grade positions), where appropriate, in order to retain employees scheduled for separation through reduction in force. Such action will be in accordance with applicable regulations and consideration is extended only to employees who have the potential, capability, and aptitude to perform the duties of the position(s) as determined by the Employer. When an employee is reassigned due to the position previously held having been eliminated, sufficient training as determined by the Employer will be given the employee to enable him to perform the duties of the new position.

a. Prior to implementation, AFGE Local 1067 will be given written notice and opportunity to bargain.

Section 19-3. Where practicable, the Employer shall attempt to accomplish necessary reduction in force by attrition.

Section 19-4. The Union and any employee affected by reduction in force action and his representative shall be permitted to inspect the retention register on which his name appears. Documents containing information protected by the Privacy Act of 1974 and/or 5 CFR Part 297 cannot be released to the union or individual employees or may only be released after such information has first been sanitized.

Section 19-5. The Employer shall request, when appropriate, that the Department of Defense determine that the agency is undergoing a major reduction in force for the purpose of authorizing voluntary retirement under 5 U.S.C. 8336(d)(2)(E).

Section 19-6. Pursuant to notification of a reduction in force, the Union, upon request, will be permitted to review RIF notices and placement actions issued or pending issuance by the Director, CPAC.

Section 19-7. Reduction in force will be conducted in accordance with applicable laws and regulations, and this agreement.

Section 19-8. The Union will receive at least two (2) weeks' notice prior to an informational notice of a RIF being released to the employees. Upon request and prior to employees receiving notice, the Union will be provided a list of affected unit employees to include their offers, if applicable, and a copy of the retention register. Documents containing information protected by the Privacy Act of 1974 and/or 5 CFR Part 297 cannot be released to the union or individual employees or may only be released after such information has first been sanitized.

Section 19-9. The Employer agrees to provide a specific written notice to each employee affected by a reduction in force, at least sixty (60) calendar days prior to the effective date, unless the RIF is considered a major RIF which initially proposes the involuntary separation of fifty (50) or more permanent employees. In the event of a major RIF, the notice period will be at least one hundred-twenty (120) days. The notice shall state specifically what action is being taken, the effective date of the action, the employee's service computation date, and subgroup. It shall describe the employee's competitive area and the competitive level, and tell them why any lower standing employee is retained in their competitive level for more than thirty (30) calendar days

after the effective date of the RIF. Employees will be notified of grievance rights and time limits to grieve, along with any other information required by regulation.

## ***ARTICLE 20. OUT-PLACEMENT***

Section 20-1. REORGANIZATIONS OR REDUCTIONS IN FORCE (RIFs). The Employer agrees that in the event of a reduction in force (RIF) or reorganization, an active out-placement program will be implemented. The primary aim of this program will be to find a position in the Federal Service for each affected employee commensurate with that employee's skills, experience, and career goals. Finding a non-Federal sector position meeting these requirements will be a secondary aim of the program.

Section 20-2. PERSONNEL FILES. The Union and management will jointly encourage each employee to see that his/her Official Personnel Folder (OPF), and resume are up-to-date as soon as the RIF or reorganization is announced. The Employer will add to the OPF any changes or amendments the employee requests in accordance with regulations. The OPF and resume will be used to match employees with vacancies. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies, if permitted, by the respective placement program.

Section 20-3.

a. The Director, CPAC, or designee, will review the Official Personnel Folders of employees being separated to identify the specific grades and series of positions for which the employees qualify, and determine the interest of employees in order to develop the best opportunities for continued employment. This includes contacting appropriate sources (e.g., OPM, other Federal agencies, etc.) in an attempt to find appropriate positions.

b. Employees will be informed of and provided opportunity to register in the DoD Priority Placement Program, the Defense Outreach Referral System, the Army Career and Alumni Program, the OPM Interagency Placement Program, and the Economic Displaced Worker's Adjustment Act as appropriate. Employees will be afforded all placement opportunities in consonance with the individual program criteria.

c. CPAC will brief union officials on the various systems available on request.

#### Section 20-4.

a. A work group will be established to operate an out-placement program on RIFs, which result in separation of fifty (50) or more Bargaining Unit employees. The group will operate for the duration of the RIF or reorganization.

b. The work group will interface with federal and private sector employers in an effort to seek placement for impacted employees.

c. The Union shall be authorized to designate a representative to serve on the work group.

#### Section 20-5.

a. A program participant will remain eligible for placement assistance until he/she:

(1) Voluntarily separates;

(2) Accepts a valid offer; or,

(3) Declines a valid offer or an intervening grade level offer.

b. A valid offer is a position that is considered valid under the

provisions of the appropriate program. This generally means a position at the same pay and/or grade as the position of record. A valid offer must be within the commuting area or in another geographical location in which the employee has expressed a written interest.

c. Where applicable, any career or career-conditional employee will be given preference for rehiring in temporary positions for which they meet the requirements. It is understood that acceptance of temporary employment will not alter an employee's right to be offered permanent employment provided it is in consonance with the individual program criteria.

## ***ARTICLE 21. COMMERCIAL ACTIVITY/CONTRACTING OUT***

Section 21-1. Nothing in this agreement is intended to waive the rights of both parties granted by law and regulation of the appropriate authority.

a. The Employer agrees to provide timely notification to the Union concerning any proposal to contract out work performed by Bargaining Unit employees, or a proposal to review such a functional area for possible conversion to contract.

b. The Union may request, in writing, copies of any relevant and pertinent data in connection with the implementation of OMB Circular A-76, Performance of Commercial Activities, including any training materials. After a review of such request the Employer will provide the Union, to the extent not prohibited by law or applicable regulation, data which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of mandatory bargaining.

Section 21-2. The Employer agrees to comply with commercial activities statutes and regulations, to the extent not prohibited by

law, to include 10 USC 2461 et. seq. Federal Acquisition Regulations 48 CFR Subpart 7.3; and DoD Commercial Activity Program 32 CFR Part 169; and applicable Army Regulations. Section 21-3. The Union shall be allowed a representative on the Commercial Activities Working Group and may attend meetings that relate to the development of the Performance Work Statement (PWS) or the Most Efficient Organization (MEO). However, some of the work of the Group may be considered internal management deliberations. In such instances, it would not be appropriate for a Union representative to be present.

Section 21-4. The Union representative may receive such training as is provided to the Group regarding the contracting out process.

Section 21-5. The Employer agrees to consult with the Union, and allow participation where possible, on a regular basis during the development and preparation of the Performance Work Statement (PWS) and to consider the views of the employees performing the tasks subject to the commercial activity review.

Section 21-6. The Employer agrees to consult with the Union, and allow participation where possible, on a regular basis during the development and preparation of the Most Efficient Organization (MEO) and to consider the views of the employees performing the tasks subject to the commercial activity review. The Union understands this information may be procurement sensitive and agrees to treat it as such. This information will not be provided to the Union if the Union is to be a bidder.

Section 21-7.

a. The Employer will notify and negotiate with the Union concerning any proposal to convert in-house functions currently performed by bargaining unit employees to outside contract.

Proper subjects for consultation may include but may not be limited to:

- (1) The reason for the possible conversion to contract.
- (2) Status of affected employees.
- (3) Actions to minimize adverse impact on unit employees (e.g., reassignment, retraining, hiring limitations).
- (4) Contract specifications consistent with procurement regulations.

b. The Union may file written comment regarding consultation subjects. The Employer will respond to any written submission by agreeing to meet and discuss the Union's comments and related concerns. The Employer shall duly consider the Union's input and, upon request, furnish a written reply to the points raised by the Union.

c. The Union will be furnished information on contract specification at the same time the invitations for bids are mailed to bidders. Also, the Union shall be furnished dates and times of prebid and bid -opening conferences, as appropriate. The Union shall have a right to have a representative at such conferences.

Section 21-8. Consistent with applicable regulations, the data that may be provided to the Union, in accordance with Section 1b above, may include but is not limited to: pertinent information on cost studies, Invitation for Bid (IFB), Request for Proposal (RFP), abstract bids, Correspondence from higher authority directing the cost study, correspondence for the Department of Labor regarding wage rates, the PWS, and any changes, the "milestone" chart or similar document setting forth the estimated dates for the Contracting-out process, bidder questions and

Employer answers related to the PWS. The Union will have a reasonable time to review and respond to each of the above. Written responses from the Union will be addressed by the Employer. All data will be corrected where the Union demonstrates that it is not valid or prepared in accordance with existing directives.

Section 21-9. The Employer will permit a Union representative in the "walk through" by bidders of the function under review.

Section 21-10. Any additional negotiations as appropriate will be conducted in accordance with Article 46, Negotiations and/or Article 50, Duration, Review, and Supplementation of Agreement.

Section 21-11. The Employer agrees to make reasonable efforts to minimize the impact on employees when a function is contracted out. Employer efforts will normally include limiting permanent new hires and consideration of attrition patterns. Placement consideration will be in accordance with the Reduction in Force and Out Placement Articles 20 and 21 in this agreement.

Section 21-12. In the event any agency decision to contract out is based upon information provided by the contractor or an individual in violation of the False Claims Act 31 U.S.C. 3729 (1986), employees will be compensated for filing successful court actions in accordance with 31 U.S.C. 3730 (1988).

## ***ARTICLE 22. TRAINING***

Section 22-1. Management and the Union agree that the training and development of employees within the bargaining unit is a matter of primary importance to the parties. Through Management-Union cooperation, the parties shall seek the maximum training and development of all employees. Consistent with its needs, Management agrees to develop and maintain



forward-looking, effective policies and programs designed to achieve this purpose.

Section 22-2. Subject to the availability of funds, the Employer will plan and provide for training and development of employees as required to accomplish the mission. The choice of subject matter, areas for training, selection and assignment of training priorities and the selection of employees to be trained is a function of the Employer.

Section 22-3. The Employer is responsible for:

- a. Assessing the training needs of employees;
- b. Identify and document training in conjunction with employees developmental training during performance counseling; and
- c. Counseling employees regarding self-developmental activities that would contribute to their performance or career development.
- d. Management officials and supervisors are encouraged to identify and document training and development needs of employees, to include certification, licensure, and/or certification requirements, during TAPES counseling.
- e. Generally, in-service training is job-related training conducted during duty hours at the work place. Questions concerning compensation of employees required to attend inservice training during other than their normal duty hours should be referred to the servicing Personnel Specialist, Directorate of Civilian Personnel.

Section 22-4. When appropriate and funding is available, Management officials may fund training for bargaining unit members. This training may include continuing education or other

training required for employees to accomplish their job or enhance their performance. Furthermore, requests for administrative leave to attend continuing education, lectures, and professional meetings directly related to the position of the employee may be supported by management when mission permits. Management officials and supervisors are encouraged to support employees in obtaining access to available funds by assisting them with their applications for training.

Section 22-5. The Employer agrees that when an employee is adversely affected by a reduction in force, reorganization, or transfer of function, sufficient training will be provided as determined by the Employer to enable the affected employee to perform duties of a new position and/or assisting in the placement of employee.

Section 22-6.

a. The Employer will provide a listing of job related courses to supervisors that employees may request to attend that are funded by Civilian Personnel and/or the Directorates for posting on official bulletin boards.

b. Management will encourage employees to apply for these training opportunities.

## ***ARTICLE 23. HOURS OF WORK***

Section 23-1. The administrative workweek starts at 0001 on Sunday and goes through 2400 Saturday. It consists of 40 hours for full time employees. The regular tour of duty is five 8-hour days, Monday through Friday. Normally, employees are allowed a lunch break. For employees on standby tours, the administrative workweek normally begins and ends on the hour of the day when the shifts change. Conditions that must exist for establishing

standby tours are set forth in 5 CFR 550.143. Regularly scheduled administrative workweek covers the basic workweek plus those periods of overtime work that are regularly required. Work in excess of eight hours in a day or 40 hours in an administrative workweek will be considered overtime. For employees on Alternative Work Schedules (AWS), work in excess of their scheduled daily tour of duty or in excess of 80 hours in a pay period will be considered overtime. The Union will be provided an opportunity to bargain as appropriate on the impact and implementation of changes to established tours of duty and hours of work.

## Section 23-2.

a. Tour of Duty. A tour of duty is the hours of the day, and days within the administrative workweek, during which the employee is regularly scheduled to be on duty. Tours of duty will be fixed in advance. The scheduled hours for each day will be established for the basic pay period. The employer will establish tours of duty as required for mission accomplishment. The employer has the right to change existing tours of duty. Where work schedules are used, tours of duty or work hours will normally be posted for a minimum of two weeks in advance. Where changes in assigned tour of duty or work hours are required due to mission requirement, management will notify employees and the union of these changes at the earliest possible time. Management officials should contact affected employees and the union about all schedule changes posted during the employee's absence.

b. Lunch Periods. Lunch periods are not duty time for which compensation is allowed. Lunch periods will be determined by management and will not be less than 30 minutes or more than

60 minutes. Exceptions may be granted on a case-by-case basis. In sections where three separate 8-hour shifts are in operation and overlapping of shifts to permit time off for lunch is not practical, a lunch period of 20 minutes to be taken at the work site will be granted as hours worked for which compensation is allowed. Employees granted a compensable lunch period must spend that time at their workstation. Travel to and from lunch will be considered part of the non-work lunch period and will not be performed during duty time except as authorized in accordance with applicable regulations.

### Section 23-3. SHIFT SCHEDULES

- a. Where shifts are used employees are encouraged to notify their supervisors of their shift preferences.
- b. Supervisors and Management officials should consider, when feasible or practical, shift preferences submitted by employees in developing schedules.
- c. When supervisors and Management officials determine that using shift preferences in scheduling is appropriate they should consider the information provided by the employees, to include personal hardships. Other factors that may be considered include but are not limited to service computation date, job skills, assignment history, length of service in current position, etc.
- d. Management officials are encouraged to schedule shift employees so that they normally receive at least 24 hours off between changing shifts and will provide a minimum of eight hours between changing shifts unless at the request of the employee or when precluded by critical mission requirements.

e. In addition, the following should be given serious consideration by officials when establishing schedules for shift employees:

(1) Assignment of employees to tours of duty/shifts for extended periods rather than shorter periods may be more beneficial to the employees and could result in greater productivity. When possible, and when additional costs to management are not incurred, this should be considered.

(2) When workload and staffing permit, scheduling of two consecutive days off is encouraged.

(3) Weekends off will be scheduled on an impartial basis.

(4) Supervisors are encouraged to approve temporary shift swaps between equally qualified employees when they receive reasonable advance notice (normally one week) and in cases of hardship situations.

(5) Supervisors are also encouraged to approve permanent shift swaps in accordance with Section e(4) above when mission accomplishment is not affected.

Section 23-4. Employees who are required to work through their lunch will be compensated in accordance with appropriate regulations. Those employees eligible for monetary compensation will not be required to take their lunch period at an unreasonable time in order to avoid compensation. Snacking at the work site, when permissible, by employees who have been required to work through lunch will not be construed by supervisors as compensation for a bona fide lunch break.

Section 23-5. The occurrence of holidays shall not affect the designation of the basic workweek. Scheduling should allow equal

opportunity for holidays off when feasible.

- a. Where holidays must be staffed, qualified volunteers should be sought prior to impartial duty assignment when feasible.
- b. When a federal holiday falls on a regular scheduled day off, employees will be given the appropriate day off or the appropriate holiday pay compensation in accordance with regulations.

#### Section 23-6.

- a. Employees are authorized one 15 minute break during each 4- hour work period and a 15 minute break during each 4 continuous hours of overtime.
- b. Rest periods may not be used to extend the lunch period or to modify the starting or ending of each day.
- c. Mandatory training will not be conducted between the standardized lunch hours: 1100-1300. Mandatory training is determined by management. In accordance with Article 23,

Section 23-9, an employee attending training will follow the work schedule used at the temporary worksite such that their lunch period will coincide with the lunch period granted by the training site and that this does not completely bar any and all training entirely in the two hour period between 1100 and 1300, but only for the designated lunch period at the training site.

- d. Management may approve equivalent intermittent breaks during the day in lieu of the scheduled break period.
- e. Smoke breaks will be conducted in accordance with Article 45, Smoking Policy.

Section 23-7. Individual changes in the tour of duty schedule shall be in compliance with applicable laws and regulations and furnished, in writing, to the affected employees no later than 7 calendar days prior to the beginning of the administrative workweek affected unless the mission would be seriously handicapped or costs would be substantially increased by providing 7 calendar days advance notice. This notice shall also be provided to the union and shall, as a minimum, identify the new hours, the existing hours, the effective date of the change, and the employees affected. No notice is necessary for regularly scheduled shift changes.

Section 23-8. RELIGIOUS OBSERVANCES. An employee whose personal religious beliefs require that he be absent from work during scheduled work periods may elect, with the approval of his supervisor, to engage in overtime work for time lost as the result of meeting those religious requirements. Any employee who elects such overtime work with the approval of Management shall be granted equal time off from his scheduled tour of duty (in lieu of overtime pay) for such religious reasons, or requirements.

Section 23-9. An employee on a temporary duty (TDY) assignment or attending training will follow the work schedule used at the temporary work site.

Section 23-10. TELEWORK.

a. Telework (also called telecommuting) is the ability to accomplish work at a location other than the traditional official duty station/location. Telework is a discretionary workplace flexibility tool. Although use of telework is a viable management option, it is not an entitlement. Not every position is conducive to telework, therefore, it should be applied in a judicious manner. Any change must be in compliance with applicable policies, laws

and regulations.

## ***ARTICLE 24. OVERTIME/ON CALL/STANDBY***

### **Section 24-1.**

a. Fair Labor Standard Act (FLSA), enacted in 1938, provides for minimum standards for both wages and overtime entitlements, and delineates administrative procedures by which covered work time must be compensated. The Act exempts specified employees or groups of employees from the application of certain of its provisions.

b. Nonexempt Employee under FLSA means an employee who is covered by the Act and its wage and overtime pay entitlements (see block 35, Standard Form 50, Notification of Personnel Action). Any employee of an agency who is not specifically excluded by another statute is covered by the Act. Normally, General Schedule (GS) employees properly classified at grade 10 or below will be covered, unless specifically excluded. All federal wage grade employees are covered.

c. Exempt Employee under FLSA means an employee who is not covered by certain provisions of the Act (see block 35, Standard Form 50, Notification of Personnel Action). Normally, any properly classified GS employee who holds a position defined as executive, administrative or professional under certain sections of Title 5 of the Code of Federal Regulations will be exempt.

### **Section 24-2. PART I OVERTIME.**

a. An overtime roster is one which identifies employees in a specific section/organizational unit who are subject to perform scheduled or unscheduled work in an overtime status.



b. Irregular or occasional overtime work means overtime work that is not part of an employee's regularly scheduled administrative work week.

c. Regular overtime work means overtime work that is part of an employee's regularly scheduled administrative work week.

d. The assignment of overtime work is a function of Management, and Management officials are required to keep overtime work to a minimum consistent with the accomplishment of the Employer's mission. Therefore, supervisors are expected to assign overtime work in such a way as to accomplish it as efficiently and expeditiously as practicable. Overtime will not be used by the supervisor as a reward or punishment.

#### Section 24-3.

a. All employees may be required to perform overtime work consistent with mission accomplishment and must do so unless the supervisor determines that overtime for any employee would be inappropriate due to such reasons as impairment of health, efficiency, or undue personal hardship such as a scheduled vacation or other justifiable reasons.

b. An employee will be released from an overtime assignment provided his reasons, as determined by the supervisor, are valid and another qualified employee familiar with the work is available for overtime. Management will provide a written denial when the employee provides a written request for release with justification.

Section 24-4. In sections/divisions where overtime is routinely required or where special mission requirements create a recurring need for overtime for a specific period, a rotational system or roster will be established. Each employee within a section (106th Signal Brigade) will be given the opportunity to participate in

overtime work assignments on an equitable basis provided they are qualified to do the work. It is recognized that certain factors may cause temporary imbalances in the equitable distribution of overtime. If an employee does not desire to work overtime, the supervisor may accommodate the employee's request to be excused from overtime work, if another qualified employee is available for the overtime work. Employees are required to work overtime unless excused by the supervisor. When no qualified volunteers are available, overtime will be equitably distributed amongst all qualified employees. It is understood that the employees finally selected to work the overtime must do so unless excused. In those areas where overtime is routinely required, records of overtime will be maintained by Management and be available for the Union's review upon request.

Section 24-5. Employees needed for overtime work will be given advance notice but the parties agree employees should be willing to accept overtime on short notice. Management agrees to make reasonable efforts to notify employees of the possibility of overtime work or the requirement to work overtime far enough in advance to allow employees to adjust to the requirement. Management will provide 72 hours notice of approved overtime requirements when feasible or notice will be provided as soon as the need for overtime is determined, when 72 hours advance notice cannot be provided.

Section 24-6. Employees required to perform authorized overtime work shall be compensated in accordance with applicable Federal laws. Employees classified non-exempt under the Fair Labor Standards Act may not perform work outside normal working hours unless specifically ordered or authorized by the Employer to do so. If the Employer suffers and permits these employees to work, they should be paid overtime, or given compensatory time at the employee's option.

Section 24-7. Irregular and occasional overtime will be compensated in fifteen (15) minute increments. If an employee works eight (8) or more minutes in a quarter hour, that employee will be compensated for fifteen (15) minutes of overtime. If an employee works seven (7) minutes or less the employee will not be compensated. This is not to be interpreted that Management may work employees on a regular basis for seven (7) minutes or less without compensation. Regular overtime and irregular/occasional overtime are paid as provided for by applicable Federal law.

#### Section 24-8.

a. A minimum of two (2) hours of overtime will be paid if an employee is required to return to the place of employment for unscheduled overtime work or to work unscheduled overtime on a nonscheduled work day. If the callback occurs on a holiday during the employee's regular schedule, a minimum of two (2) hours holiday premium pay will be paid. When an employee receives the two (2) hours minimum pay for work performed, the employee is compensated for the actual number of hours worked.

b. If an employee receives a telephone call and performs approved telephone/electronic work after duty hours, the employee is compensated for the actual number of hours worked and does not receive the two (2) hours minimum pay (see Section 8, Article 22).

#### Section 24-9. Temporary Duty

a. To the maximum extent practicable, all TDY travel shall be scheduled during duty hours when possible.

b. When it is required that travel be performed during non-duty days or non-duty hours, an employee will be compensated

utilizing compensatory time for travel as provided for by applicable laws and regulations.

#### Section 24-10. PART II – ON CALL.

a. An on call roster is one which identifies employees in a specific section/organizational unit who are subject to being recalled from off duty status to perform work.

b. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

(1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

(2) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

c. In sections/organizational units where on-call rosters are routinely required or where special mission requirements create a recurring need for on-call rosters for a specific period, use of qualified volunteers is encouraged prior to implementation of a mandatory rotational system as long as there are sufficient volunteers to reasonably manage the on-call requirements. However, each employee within a section/organizational unit is subject to on-call requirements on an equitable basis in so far as the requirements of an organization/section permit and provided they are qualified to do the work.

#### Section 24-11. Part III – STANDBY.

a. A standby roster is one which identifies employees in a specific section/organizational unit who are required to be in a standby status at the Employer premises, their residence, or other

designated location and must maintain themselves in a ready status to return to work to perform duties during a specific period of time outside of their normal duty hours. The standby location will be determined by the Employer on a case-by-case basis.

b. An employee will be considered on duty and time spent in a standby status shall be considered hours of work if:

(1) The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his own purpose; or

(2) The employee, although not restricted to the agency's premises:

(a) Is restricted to his/her living quarters or designated post of duty

(b) Has his/her activities substantially limited; and

(c) Is required to remain in a state of readiness to perform work.

#### Section 24-12. Part IV – ON CALL AND/OR STANDBY PROCEDURES.

a. In order to ensure that rosters are being utilized appropriately and employees are being fairly treated, the Employer will conduct a 100% review of all roster requirements to include but not restricted to the necessity for the roster, the requirement for electronic devices, and other options for eliminating the need for the rosters and reducing the inconvenience to employees. An initial review will be conducted within ninety (90) days after implementation of this contract, and each succeeding anniversary date of the review, during the life of this contract. The results of

the review will be communicated to the Union.

b. The Employer has responsibility for determining the internal procedures for establishment of or changes to an on-call roster system and/or a standby roster system prior to implementation. The impact and implementation of any on-call or standby system, proposed or changed by Management will be negotiated with the Union as appropriate. The Union may request review of any existing on-call or standby systems presently in effect, for compliance with the provisions of this Article.

### ***ARTICLE 25. LEAVE***

Section 25. Employees will earn sick and annual leave in accordance with applicable statutes and regulations. All leave charges will be in increments of 15 minutes (one-quarter hour) pursuant to the Defense Finance and Accounting Service regulations or as authorized by the Department of Army. Annual and sick leave will be administered in accordance with all applicable laws and regulations, and this contract.

a. In the spirit of Partnership; Management and the Union recognize the potential adverse effect that unscheduled leave have on other employees and the accomplishment of the mission, and;

b. Therefore, strongly encourage employees to fulfill their personal responsibility to promptly notify management of such requests where necessitated.

c. It is the joint responsibility of the employee and the supervisor to ensure leave is approved by the designated supervisor on a timely basis. This includes previously requested leave on a schedule and unscheduled leave.

## ***Article 26. PART I - ANNUAL LEAVE***

Section 26-1. Employees accrue annual leave in accordance with applicable laws and regulations. The parties agree to follow all applicable leave regulations except as modified by this agreement. The minimum charge for sick and annual leave is one quarter of an hour (15 minutes). The employer agrees to establish projected annual leave schedules for vacation purposes in the first quarter of each calendar year. Leave approval/denial will be provided within 10 calendar days of the request. The employer will respond to all other leave requests in a timely manner. Unscheduled annual leaves are those not part of this projected plan that are requested by an employee outside of the plan and beyond the January 31st submission deadline. An approved leave is any leave scheduled or unscheduled that has been approved by the supervisor or higher level Management official.

Section 26-2. The use of accrued annual leave is an employee's right and may be requested for any duration, at any time or pattern but its use is subject to the approval of the supervisor. When employees can be spared from their duties, annual leave will be granted freely for personal or emergency purposes. Management officials should base approval or disapproval of a request for annual leave on their ability to accomplish their mission given staffing and/or workload projections rather than other reasons.

Section 26-3. Management officials are encouraged to advise their employees of the need to begin projecting their annual leave requests for the following leave year after the Thanksgiving holidays. By January 5th of each year, Management will notify their employees of the need to submit their projected annual leave

requests. The designated Staff Office of 106th Signal Brigade will issue a letter to all employees, supervisors, and managers in November of each year to ensure the preceding provisions in this Section are accomplished. Employees should turn in their projected annual leave schedule, to include all use or lose leave, by January 31st each year. Management will inform employees no later than February 28th each year of the approval or disapproval of the projected annual leave request plan. The weeks of Christmas and New Year will be included as part of the leave plan. Where a conflict exists between more than one bargaining unit employees for requested holiday leaves, management officials should consider approving a portion of each employee's request so that the maximum number of employees will have an opportunity to take time off during the holidays.

a. All leave disputes will be resolved through seniority preference.

b. Employees who fail to submit a projected leave schedule for use or lose leave and later submit an unscheduled leave request should not normally be given priority over employees with scheduled annual leaves.

c. Supervisors will be authorized to approve requests for intermittent short term and emergency leave for employees who notify their supervisor within 2 hours after they were scheduled to report for work. In the absence of the immediate supervisor (normally the rater), the acting supervisor, second level supervisor, or work leader, will act on the request. Employees are required to notify their supervisor daily if the incapacitation lasts more than one day, unless the extent of the incapacitation is made known or other arrangements made through the initial notification. When it is mission essential, the Union and Employer recognize there may be a requirement in an organization for



employees to request unscheduled leave from the supervisor prior to the beginning of their shift.

d. Where a conflict exists between bargaining unit employees such that each employee cannot be granted leave at the same time due to the affect of their absence on the mission, the most senior employee in terms of Service Computation Date (Leave) will be granted the requested leave.

e. When there is a conflict from year to year with specific dates, such as dates near holidays, the SCD provisions will be used in a rotating manner to ensure all employees have a opportunity for approved leave. In other words the same senior employee would not have approved leave for the same dates year to year.

f. Brief periods of tardiness or unavoidable absences from duty of less than one hour may be excused if the employee has a reasonable explanation and provided the tardiness is not repetitive in nature. When employees are habitually tardy, the absence may be charged to annual leave or AWOL, as appropriate, and may become the basis for disciplinary action. If the decision is made to charge the tardiness to leave and the actual absence is less than one hour, the employee shall not be required to work the additional period covered by the leave charges. For unscheduled leave requests, the supervisor will consider leave approval based on a written request by earliest date of receipt by the supervisor.

g. When an employee requests annual leave in conjunction with scheduled days off at the beginning and end of the leave period, management will not adjust that employee's scheduled days off without sufficient justification based on mission workload and/or staffing requirements.

h. Management recognizes the needs of employees to plan vacation and personal time off, therefore, leave which has been scheduled well in advance will not be canceled without sufficient justification based on mission workload and/or staffing requirements.

Section 26-4. Where mission, workload and scheduling permits, Management is encouraged to accommodate employee leave requests, which are for the purpose of attaining additional education.

## ***ARTICLE 27. PART II - SICK LEAVE***

Section 27-1. Sick leave is an earned benefit and will be granted, if available, to employees for appropriate absences such as:

- a. When they are incapacitated from the performance of their duties by physical or mental illness, injury, pregnancy or childbirth; or,
- b. When a member of the immediate family of the employee is afflicted with a contagious disease and requires attendance of the employee; or,
- c. When, through exposure to contagious disease the presence of the employee at his post of duty would jeopardize the health of others; or,
- d. To provide care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental or optical examination or treatment; or,
- e. To make arrangements necessitated by the death of a family member or to attend the funeral of a family member; or,

f. For medical, dental, or optical appointments, examinations or treatment.

(1) Employees have the option of taking annual leave rather than sick leave when keeping medical/dental appointments.

(2) Where an employee has a limited amount of sick leave due to extended medical absences and requests in advance a change in work schedule to meet medical/dental appointments, the supervisor should make positive effort to accommodate such requests when possible or practicable.

Section 27-2. An employee who is prevented from reporting to his scheduled tour of duty because of an incapacitating illness or injury shall notify his supervisor or other designated leave approving official as early as possible before the beginning of the tour of duty as and no later than two hours after the beginning of the employee's normal work shift. When it is mission essential, the Union and Employer recognize there may be a requirement in an organization for employees to request unscheduled leave from the supervisor prior to the beginning of their shift.

a. The employee is responsible for making every reasonable effort to ensure that notification is made to his/her supervisor. Management should inform employees in writing of the full names and telephone numbers of the appropriate officials to whom to report. If the appropriate official cannot be reached, the employee may leave the details with a responsible person in the duty section for the supervisor. The supervisor should attempt to return the employee's message; however, the employee is responsible for following up to determine the outcome of the leave request.

b. When reporting, the employee shall furnish the reason for absence, the estimated duration of absence, and will keep the

supervisor informed of any changes in his condition affecting his continued absence. The supervisory official will advise the employee of reporting requirements. The supervisory official may relieve the employee from making a daily phone call based on individual circumstances.

c. Upon return to duty if the absence exceeds three (3) consecutive work days, employees must furnish a signed statement from a physician or licensed medical practitioner that they were incapacitated for duty during the entire period of absence and in cases where the employee is required to be medically cleared for return to duty.

d. This requirement for a medical statement may be waived where a chronic condition had been previously documented except when there is an existing requirement to be medically cleared for return to duty. Management has the right and the responsibility to question the suspected abuse of sick leave. Employees who appear to be abusing sick leave by an established pattern, without medical documentation, should be advised regarding the proper use of sick leave and instructed to use sick leave only for authorized purposes.

Section 27-3. Where there is substantial evidence or reason to believe that an employee is abusing sick leave entitlement:

a. Management may counsel, with the Union attending at management's discretion, and advise the employee with respect to the possible future requirement of medical certification for absences; or,

b. Management may require the employee furnish a medical certificate for each absence of any duration. The requirement for a medical certificate will be provided the employee in writing and a copy may be placed in the Supervisor's Employee Brief.

c. Management will review the sick leave record with said employee at least semi-annually. Where such review reveals no specific evidence that the employee has abused sick leave privileges during the period reviewed, the employee will be notified, in writing, that a medical certificate will no longer be required for each absence and the original letter will be removed from the record.

### ***ARTICLE 28. PART III - MATERNITY AND PATERNITY LEAVE***

Section 28. An employee who is pregnant may be granted sick leave, annual leave, or leave without pay, as appropriate, during delivery, confinement and care of the infant. An employee will make known to her supervisor her intent to request leave for maternity reasons, including the type of leave, and the approximate dates, in order that the supervisor may plan for staffing adjustments which may be necessary during her absence.

a. Annual leave, sick leave or leave without pay may be granted to male employees in order to aid or assist in care of his minor children or the mother of the newborn child while she is incapacitated for maternity reasons.

b. Annual leave, sick leave, or leave without pay may also be granted to any employee when adopting a child.

### ***ARTICLE 29 PART IV – FAMILY AND MEDICAL LEAVE.***

Section 29-1.

a. Under the Family and Medical Leave Act of 1993 (FMLA) and the Federal Employees Family Friendly Leave Act, employees are entitled to a total of 12 weeks of unpaid family and medical leave during any 12-month period for 1

or more of the following reasons:

(1) the birth of a son or daughter and to care for a son or daughter

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

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

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

b. "Parent" means a biological parent or a person whose close association with the employee was equivalent to a parental relationship when the employee was a child; and "son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child whose close association with the employee is equivalent to a filial relationship, and who is under 18 years of age, or 18 years of age or older and incapable of self-care because of a mental or physical disability.

c. If the need for family and medical leave is foreseeable, the employee shall provide the supervisor notice of intent to use FMLA at least 30 days before the leave is to begin or as soon as is practicable.

d. To be eligible for leave under the FMLA, an employee must have completed at least 1 year of Federal Service.

e. An employee who meets the criteria for family and

medical leave and has complied with the requirements and obligations of the FMLA may not be denied use of the leave.

f. An employee may elect to substitute annual or sick leave for any unpaid leave under the FMLA. Annual and sick leave may also be advanced to employees in accordance with applicable regulations and Sections 2.F. and 3.G. of this Article. Employees may be granted leave without pay regardless of whether they have used all of the other kinds of leave available to them.

g. The Agency shall ensure continued employment for an employee who has been on extended FMLA leave and who wishes to return to work, unless, after proper notification, termination is required by the expiration of the employee's appointment, a reduction in force, for just cause, or for other reasons unrelated to the employee's extended absence. The employee shall be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment within the same commuting area.

h. If employee requests leave to care for the employee's spouse, son, daughter, or parent who has a serious health condition, the Agency may request certification from a health care provider under 5 U.S.C. 6383.

i. In addition to the other leave available under this section, employees may schedule and shall be granted up to 24 hours of leave without pay each year to participate in school activities directly related to the educational advancement of their children, to accompany their children to routine medical or dental

appointments, and or accompany their elderly family members to routine medical or dental appointments or other professional services related to their care, such as arranging for housing, meals, and utility and banking services.

j. Supervisors shall support an employee's request to schedule paid time off for the family activities listed in the subsection.

### ***ARTICLE 30. PART V - ADMINISTRATIVE LEAVE OR EXCUSED ABSENCE***

Section 30-1. Administrative leave or excused absence shall be granted to employees in accordance with governing regulations for participation in such civic activities as:

a. Registration and Voting: Management may, upon request, excuse employees from work in order to vote or register to vote provided that the particular circumstances regarding the employee(s) make voting/registering before or after duty hours impractical.

b. Blood Donation. Consistent with mission requirements, employees are encouraged to serve as blood donors and will be excused from duty. Employees who give blood without compensation may be excused without charge to leave for any portion of the day blood is donated, for travel to the donation site, donation and recovery immediately following the donations. This will not exceed 4 hours unless unusual travel time is required. The Employer will make a good faith effort to schedule blood drives during mid-day hours.

c. Bone Marrow or Organ Donor Leave: Upon request, the Employer will grant bone marrow or organ donor leave as appropriate to employees who serve as a bone marrow or organ donor.



d. Court Leave: Court Leave is authorized absence, without charge to leave or loss of pay for jury duty or to serve when summoned as a witness, in a nonofficial capacity, on behalf of federal, state, or local government or when such government is a party to an action. Management will grant court leave as appropriate.

(1) Employees excused for court duty when two or more hours remain in the workday are expected to return to duty unless extenuating circumstances (distance from home, duty station, court, etc.) make returning impractical.

(2) Employees will present evidence of a call to court service to their supervisor immediately upon receipt. Upon completion of court duty, employees will obtain a Certificate of Service from the Court Clerk and deliver it to their supervisor.

e. Unusual Climatic Conditions: Excused absence which may be appropriate due to weather extremes is within the discretion of Management and will be appropriately considered in accordance with applicable laws and regulations. Emergency essential employees will continue to report to duty as directed by the Employer.

f. Work Interruptions: Employees who are prevented from working due to interruptions or suspension of normal work operations will be assigned to other work where possible. If other work is not available, the employee may be excused or placed on leave at the discretion of Management. Where employees are excused, management will notify employees.

g. Infrequent Absences and Tardiness: Management shall have the option to excuse infrequent absences and tardiness of less than an hour on the part of the employee. Each case shall be

considered on its merits and employees shall be treated fairly.

h. Fitness. The Agency recognizes that fitness activities can enhance employee wellness and morale. Supervisors shall encourage employee wellness by allowing employees to arrange their work schedules to take advantage of fitness facilities, or other fitness activities, consistent with the agencies wellness program.

### ***ARTICLE 31. EMPLOYEE COUNSELING***

Section 31-1. The following Article addresses the two broad categories of counseling conducted by Management: performance-based counseling and conduct-based counseling. Counseling(s) are intended to be reasonable, fair, and constructive so as to encourage an employee's improvement in areas of conduct and performance.

Section 31-2. When it is determined that verbal or written counseling is necessary, the counseling will normally be accomplished during a private session with the concerned employee and the appropriate supervisor whenever possible and practical IAW all applicable laws, rules and regulation.

Section 31-3. All entries concerning any matter relative to any disciplinary action or that could be used to support future disciplinary action, will be recorded and maintained on the Supervisor's Employee Brief.

### ***ARTICLE 32. EMPLOYEE RECORDS***

Section 32-1. It is the responsibility of the Employer to ensure official personnel records collected, maintained, or retained by its Management officials and supervisors be in accordance with law, government wide regulations, Department of Defense directives,

Army regulations, Employer policies, and requirements of certifying agencies.

a. The Supervisor's Employee Brief on the employee is available upon request be reviewed with the employee during annual performance review sessions and upon establishment of a new supervisor. The supervisor will review all items in the file and, upon request by the employee, will provide copies of any items in the record. The employee should evidence that a review was conducted by initialing and dating each item during the initial performance review, following each new item's filing, and at the time of review with the new supervisor.

b. Formal disciplinary actions will be documented in the employee's Official Personnel Folder (OPF) in accordance with appropriate regulations. Formal Letters of reprimand will be removed from the OPF upon expiration of a two year period. Informal disciplinary actions will be annotated on the Supervisor's Employee Brief for up to six (6) months. Management may remove disciplinary actions earlier than the established period of time, at their option. Records of actions determined by appeal or grievance decision to be unfounded will be removed immediately from the OPF and will not be used as a factor in connection with future personnel actions including promotions.

## Section 32-2.

a. The employee shall be notified by Management when any derogatory matter is documented on the Supervisor's Employee Brief and the employee shall have the opportunity to discuss the matter with the supervisor. The employee will initial and date all derogatory entries made by Management officials and supervisors. The employee's initials will signify knowledge of, not necessarily concurrence with, the entry. The employee has the right to review and acquire a copy of the data sheet within a

reasonable time (normally, 3 work days) after the employee's request. The employee will be given the opportunity to attach a written rebuttal to the entry, within twenty (20) calendar days.

b. The parties understand that the Supervisor's Employee Briefs are subject to provisions of the Privacy Act.

### ***ARTICLE 33. PERFORMANCE STANDARDS AND EVALUATIONS***

Section 33-1. The performance management system will be administered in accordance with Army Regulation 690-400, Chapter 4302, the Total Army Performance Evaluation System (TAPES). At such time a new performance evaluation system is introduced to the Army this article shall be renegotiated. It is further agreed that management will:

- a. Use the employee's official job description, other pertinent information, and the supervisor's own knowledge of workload, mission requirements, and priorities for the position in question.
- b. Discuss the standards, specific key points, and objectives, as applicable, with the employee(s), soliciting specific comments and suggestions. The discussion should clarify any uncertainty on the part of either the supervisor or the employee as to what will be expected and what the yardsticks of measurement will be.
- c. Attempt to reach mutual agreement with the employee prior to management's final decision concerning the specific key points and objectives, as applicable.
- d. Review the standards with the employee at least annually or when there is a substantive, permanent change in mission requirements or workload.

Section 33-2. Once established, a copy of the written standards will be furnished each employee and will be the primary basis for subsequent management decisions (e.g., to train, reward, assign, promote, demote, or remove employees) based on performance. Performance evaluations will be conducted strictly in accordance with such policies and procedures set forth in statute and regulation. An employee must have served under the written standards for a minimum period of one hundred twenty (120) calendar days before being rated.

Section 33-3.

- a. Employees will be provided a progress review at the midpoint of their rating period.
- b. Management is responsible for informing the employee when performance on any standard is deficient.

Section 33-4. If the supervisor has identified the employee's performance is less than fully successful, the employee will be notified when the problem is identified and perceived and the rating official may suggest ways for the employee to improve his work in order to raise the employee's performance to fully successful level.

Section 33-5. Assignment of performance ratings will be grievable in accordance with applicable grievance procedures.

### ***ARTICLE 34. INCENTIVE AWARDS***

Section 34-1.

- a. Both parties agree that a well-managed Incentive Awards Program can boost employee morale and result in enhanced unit efficiency, effectiveness, and productivity. Supervisors will use

the Incentive Awards Program to recommend deserving employees for appropriate awards.

b. The Incentive Awards Program will be administered in accordance with applicable regulations and agency policy. It will normally consist of cash awards, honorary awards, and time-off awards.

#### Section 34-2.

a. Management should strive to distribute all awards in a manner which is perceived as fair and equitable.

b. Award presentation to include length of service award should be in accordance with applicable regulatory guidance. Public ceremony may be used if deemed appropriate for the award and circumstance.

#### Section 34-3.

a. Management is highly encouraged to utilize honorary awards to recognize appropriate employee accomplishments.

b. Many of these prestigious awards which consist of certificates, lapel pins, and medals, are highly prized and have significant long-term meaning and personal value for the employee.

### ***ARTICLE 35. ACTIONS BASED ON UNACCEPTABLE PERFORMANCE***

Section 35-1. The Employer may reduce in grade or remove an employee for unacceptable performance in accordance with applicable laws and regulations.

Section 35-2. Prior to initiating an action under this Article, an employee must be:

- a. Informed in writing of the applicable critical elements and Standards of performance;
- b. Informed of performance deficiencies and what needs to be accomplished for the employee to receive an acceptable rating;
- c. Allowed a reasonable amount of time (not less than 90 calendar days) to demonstrate acceptable performance.
- d. Informed of how the supervisor will assist in the effort in writing.
- e. At conclusion of the PIP period, the employee will be notified in writing of the status of his performance.

Section 35-3. An employee whose reduction in grade or removal is proposed is entitled to:

- a. Thirty days (30) advance notice (Notice of Proposed Removal/Change to Lower Grade for Unacceptable Performance) of the proposed action which identifies:
  - (1) Specific instances of unacceptable performance on which the proposed action is based, and that employee has not improved his performance to an acceptable level.
  - (2) The critical elements of the employee's position involved in each instance of unacceptable performance.
- b. Be represented by a Union representative or by a representative of employee's choice as prescribed by law and regulation.

c. Be provided at least twenty (20) days following receipt of the proposed action to answer orally and in writing.

d. A timely written decision (Notice of Decision) which:

(1) Specifies the instances of unacceptable performance on which the action is based; and

(2) Be concurred in by a higher level official than the one who proposed the action.

#### Section 35-4.

a. Actions to reduce in grade or remove employees for unacceptable performance resulting from alcohol or other drug abuse will be postponed for those enrolled and satisfactorily progressing in an approved rehabilitation program.

b. Previously initiated action in which the final decision letter has not been issued will be held in abeyance, when appropriate, upon the employee's enrollment and satisfactory progression in the rehabilitation program, provided the employee has not previously refused rehabilitation assistance.

c. Such action may be re-initiated if job performance is unsatisfactory, or if, at any time during the active rehabilitation process, the employee refuses such assistance.

d. When an employee is involved in illegal activity; e.g. drugs, the employer is not obligated to accommodate the employee and the provisions in this Article do not apply.

Section 35-5. In cases of decision to reduce in grade or remove an employee for unacceptable performance, Management agrees that the decision may be based only on those instances of



unacceptable performance by the employee specified in the proposed notice.

## ***ARTICLE 36. DISCIPLINARY ACTIONS***

Section 36-1. The public interest requires the maintenance of high standards of conduct for all government employees. When Management determines the need for disciplinary action has occurred, such action will be done in accordance with other applicable laws and regulations and this agreement. An employee will be subject to discipline only for such cause as will promote the efficiency of the service. Disciplinary action interventions should be applied to correct or redirect behavior which negatively impacts the public interest, mission, organization, or other employees or customers. Such discipline should be considered as consequences associated with unacceptable behavior.

Section 36-2.

a. Disciplinary actions fall into 2 categories:

(1) Informal - oral admonishment and written warnings

(2) Formal - letter of reprimand to suspension of fourteen (14) days or less.

b. Disciplinary actions will be consistent with applicable laws and regulations.

Section 36-3.

a. Prior to making a determination as to whether or not disciplinary action is warranted, Management will conduct a preliminary inquiry to document the facts. The inquiry should include discussions with the employee(s) concerned as

appropriate.

b. Before being questioned in a formal investigation by Management, Management officials and supervisors should inform the employee as to why he is being questioned and the nature of the allegations, if any, so that the employee may make an informed decision regarding union representation.

c. Employees are entitled to be represented at any examination held for this purpose if:

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

(2) the employee requests representation.

d. If the employee desires such representation, it shall be granted before further action occurs. It is understood that the unavailability of a union representative cannot unduly delay the investigative meeting.

Section 36-4. Disciplinary action will be initiated within a reasonable period of time following Management's knowledge of the alleged incident. In cases where disciplinary actions may be taken based upon formal investigative or civil actions generated at the Commander's level or third party, the period may be adjusted accordingly.

Section 36-5. An employee against whom a suspension and/or reprimand of fourteen (14) days or less is proposed is entitled to:

a. An advance written notice stating the specific reasons for the action.

b. A copy of the supporting evidence, if requested, used to

substantiate the disciplinary proposal when not in contravention with law.

c. The name of the deciding official to whom the employee may respond.

d. Be provided at least twenty (20) days following receipt of the proposed action to answer orally and/or in writing, and to furnish affidavits and other documentary evidence in support of the employee's answer. Upon request of the employee, Management will consider reasonable requests for extensions.

e. Be advised of his non-pay status during the notice period, if applicable.

f. Be granted a reasonable amount of official time, if otherwise in a duty status, to review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

Section 36-6. The official making the final decision on disciplinary matters (excluding letters of reprimand and informal discipline actions) shall normally be at a higher level in the activity than the proposing official. If the deciding official is too closely involved with the incident(s) such that there is a potential conflict of interest, then the decision may be referred to the next level manager or supervisory official. After investigation and consideration of the employee's response and any mitigating factors, this deciding official may:

a. Cancel the action proposed;

b. Institute a lesser action; or,

c. Take the proposed action.

Where the final decision is unfavorable to the employee he/she

will be advised of his/her right to grieve the decision under the negotiated procedure or a complaint under the EEO procedure if applicable. The name and phone number of the Union President should be included in the letter.

#### Section 36-7.

- a. An employee will be given at least seven (7) days from the date of the decision to the effective date of a suspension. If the suspension action is for 7 days or more, at the employee's request, Management will consider incremental periods in lieu of a continuous suspension.
- b. Management shall provide the Union with a copy of all disciplinary action decisions of all bargaining union employees.
- c. Formal disciplinary actions will be documented in the employee's Official Personnel Folder in accordance with appropriate regulations. Informal actions will be annotated on the Supervisor's Employee Brief for up to six (6) months. Management may remove the actions earlier than the established period of time at their option.

### ***ARTICLE 37. ADVERSE ACTIONS***

Section 37-1. The public interest requires the maintenance of high standards of conduct for all government employees. When management determines the need for adverse action has occurred, such action will be done in accordance with other applicable laws and regulations and this agreement. An employee will be subject to adverse action only for such cause as will promote the efficiency of the service. Adverse action interventions should be applied to correct or redirect behavior which negatively impacts the public interest, mission, organization, or other employees or customers. Such action should be considered as

consequences associated with unacceptable behavior.

#### Section 37-2.

a. An adverse action is defined as:

- (1) A removal;
- (2) Suspension for more than fourteen (14) days;
- (3) A reduction in grade or pay taken for cause; or,
- (4) Furlough for thirty (30) days or less.

b. This Article does not apply to suspensions or removals taken in the interest of national security (5 U.S.C. 7532) actions taken under reduction in force procedures, reduction in grade or removal of employees based upon unacceptable performance (5 U.S.C. 4303) or to the separation of an employee serving a probationary or trial period under an initial appointment pursuant to 5 U.S.C. 7511(a)(1)(A).

#### Section 37-3.

a. Prior to making a determination as to whether or not disciplinary adverse action is warranted, Management will conduct a preliminary inquiry to document the facts. The inquiry should include discussions with the employee(s) concerned as appropriate.

b. Before being questioned in a formal investigation by Management, Management officials and supervisors should inform the employee as to why he/she is being questioned and the nature of the allegations, if any, so that the employee may make an informed decision regarding union representation.

c. Employees are entitled to be represented at any examination held for this purpose if:

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

(2) The employee requests representation.

d. If the employee desires such representation, it shall be granted before further action occurs. It is understood that the unavailability of a union representative cannot unduly delay the investigative meeting.

Section 37-4. Adverse action will be initiated within a reasonable period of time following Management's knowledge of the alleged incident. In cases where adverse action may be taken based upon formal investigative or civil actions generated at the Commander's level or third party, the period may be adjusted accordingly.

Section 37-5. A notice of proposed adverse action against an employee shall be in writing. The employee is entitled to the following:

a. To an advance written notice of at least thirty (30) days, stating the specific reasons for the proposed action unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations such as those found in 5 CFR 752.404(d)(1) and (2).

b. To be provided at least twenty (20) calendar days following receipt of the proposed action to answer orally and/or in writing unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with

government-wide regulations such as those found in 5 CFR 752.404(d)(1) and (2), and to furnish.

c. To a copy of the supporting evidence, if requested, used to substantiate the adverse action when not in contravention with law.

d. To the name of the deciding official to whom the employee may respond.

e. To a statement of the employee's non-pay status during the notice period, if applicable.

Section 37-6. An employee who otherwise is in a duty status shall be authorized a reasonable amount of official time to review the material relied upon by Management in proposing an adverse action and for the purpose of preparing and submitting an oral and/or written response.

Section 37-7. The official making the final decision on adverse actions shall be at a higher level in the activity than the proposing official and will issue a written decision stating the specific reasons at the earliest practical date. If the deciding official is too closely involved with the incident(s) such that there is a potential conflict of interest, then the decision may be referred to the next level manager or supervisory official. After investigation and consideration of the employee's response and any mitigating factors, this deciding official may:

a. Cancel the action proposed;

b. Institute a lesser action; or,

c. Take the proposed action. Where the final decision is unfavorable to the employee he will be advised of his right to

grieve the matter under the negotiated grievance procedure, appeal the action to the Merit Systems Protection Board, or under the EEO procedure, if applicable, in accordance with Article 46, "Negotiated Grievance Procedure." The name and phone number of the Union President will be included should the employee choose to seek redress under the negotiated agreement.

#### Section 37-8.

- a. If the suspension action is for thirty (30) days or more, at the employee's request, Management will consider incremental periods in lieu of a continuous suspension.
- b. Management shall provide the Union with a copy of all adverse action decisions, when the Union has represented the employee.

### ***ARTICLE 38. EMPLOYEE ASSISTANCE PROGRAM***

Employee Assistance Programs (EAPs) are employee benefit programs offered by many employers. EAPs are intended to help employees deal with personal problems that might adversely impact their work performance, health, and well-being. EAPs generally include short-term counseling and referral services for employees and their household members. Employees and their household members may use EAPs to help manage issues in their personal lives. EAP counselors typically provide assessment, support, and referrals to additional resources such as counselors for a limited number of program-paid counseling sessions. The issues for which EAPs provide support vary, but examples include: substance abuse; emotional distress; major life events, including births, accidents and deaths health care concerns financial or non-work-related legal concerns family/personal relationship issues work relationship issues concerns about ageing parents.



## ***ARTICLE 39. PART I - EMPLOYEE COUNSELING SERVICES***

Section 39-1. Management recognizes that behavioral and/or emotional problems unrelated to alcohol or other drug abuse can interfere with an employee's job performance.

Section 39-2.

a. Management shall immediately refer any employee who acknowledges having a behavioral/emotional problem (either of his own or a family member) to the Employee Counseling Services Program. If Management reasonably suspects that the employee has a problem in this area, they should refer the employee to the program. An employee may seek the assistance of the program without notifying the supervisor.

b. Employee participation in the program will be voluntary.

Section 39-3. The Civilian Program Coordinator will maintain listings and information regarding community facilities for treatment of medical/behavioral problems. This information may include, but is not limited to, cost and eligibility criteria. The Civilian Program Coordinator will refer the employee to an appropriate community resource; i.e., agencies or individuals offering screening and/or diagnostic services in the community.

## ***ARTICLE 40. PART II - ALCOHOL AND DRUG ABUSE PROGRAM***

Section 40-1. The Employer and the Union agree to support the Army Substance Abuse Program (ASAP) and have as their goal the early identification and rehabilitation of affected employees. Early intervention will be helpful in returning employees to full productivity.

## Section 40-2.

a. Each employee is responsible for:

- (1) Recognizing the adverse effect that alcohol or other drug abuse is having on job performance;
- (2) Seeking appropriate assistance in problem resolution; and,
- (3) Bringing job performance to an acceptable level through control of the problem.

b. When an employee has alcohol or other drug abuse problems he may obtain assistance by:

- (1) Volunteering for referral to the ASAP program directly through his supervisor, Civilian Program Coordinator, Occupational Health Service, Union representative or other source.
- (2) Referral to the ASAP by a physician as the result of a fitness-for-duty examination.

## Section 40-3.

a. Participation by an employee in all aspects of the ASAP program is voluntary. Employees who choose to accept ASAP services will be enrolled in the installation ASAP and may participate in either the installation program or an approved rehabilitation program in the community or any approved combination thereof.

b. The designated trained official for employee assistance will

provide referral and follow-up services for employees who elect to participate in approved community rehabilitation programs.

Section 40-4. The diagnosis of alcohol and other drug abuse can be made only by a physician. Until a physician has made a diagnosis, no diagnostic term will be used with reference to the individual.

Section 40-5. An initial interview will be conducted with an employee referred to the ASAP. This interview will be conducted by a counselor and will be completed prior to the employee's referral to the physician for clinical evaluation.

Section 40-6. Employees enrolled in the ASAP will normally be limited to ninety (90) consecutive days of active rehabilitation and nine (9) consecutive months participation in follow-up rehabilitation. However, it can be extended by the ASAP Clinical Director.

Section 40-7. Employees will be granted sick leave or other authorized leave, in accordance with existing rules and regulations, to obtain treatment and rehabilitation.

Section 40-8.

a. No employee will have job security or promotion action jeopardized by a request for counseling or referral assistance, except as limited by a sensitive position assignment or illegal actions by the employee. In such case, the employee may be reassigned pending a final determination at the option of Management.

b. If a discharged employee makes a good faith effort to seek counseling assistance within three (3) months after being

terminated, or shows substantial improvement in ongoing treatment, upon request from the employee consideration will be given for reinstatement.

Section 40-9. a. The Union may have a representative at any training program provided for bargaining unit employees concerning the ASAP program.

b. Union representatives may be invited to management training on the program.

Section 40-10. The Union will be furnished upon request ASAP literature in the form of posters, brochures and other handouts. Both parties agree to publicize this program.

#### ***ARTICLE 41. EQUAL EMPLOYMENT OPPORTUNITY***

Section 41-1. The Employer, all management and supervisory officials, the Union and its officials agree that they are mutually committed to the principle of equal opportunity in employment or conditions of employment for all persons. It is further agreed that discrimination because of race, color, religion, gender, national origin, age, or non-disqualifying handicap shall be prohibited. The Employer agrees to promote the full realization of equal employment opportunity through a positive and continuing effort.

Section 41-2. The Employer agrees to notify the Union whenever new, and/or replacement EEO Counselors are to be appointed. Nominations for the appointments may be submitted by the Union to the EEO Officer.

Section 41-3. An employee may choose his/her representative in the processing of a complaint under the EEO complaint procedures. An employee's choice of representative may be delayed pending urgent mission needs or disapproved due to a

conflict of interest. In such case, the employee may choose another representative or wait on the release of the employee's originally requested representative.

Section 41-4. An employee may have a representative of his choice at any stage in the process of an EEO complaint. However, if the complainant is not represented by the Union or by a Union representative acting as a "personal representative", the Union will be granted an opportunity to attend formal discussions held for the purpose of finalizing settlement agreements of formal complaints and will be notified in accordance with 5 U.S.C. 7114 and provided the nature of the original complaint; e.g., age discrimination. This provision does not apply to settlement meetings wherein the Union is involved in the allegation(s) of discrimination.

Section 41-5. An employee and his representative shall be given a reasonable amount of official time to prepare and present an EEO complaint.

## ***ARTICLE 42. SEXUAL HARASSMENT***

Section 42-1. Sexual harassment is a particular type of sex discrimination, which undermines the integrity of the employment relationship. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures.

Section 42-2. Sexual harassment is defined as:

- a. Influencing, offering to influence, or threatening the career, pay, or job of another person, woman or man, in exchange for sexual favors; or
- b. Deliberate or repeated offensive or unwanted comments,

gestures, or physical contact of a sexual nature in a work or workrelated environment.

Section 42-3. Employees, who are sexually harassed by supervisors, superiors, co-workers, or peers, should make it clear that such behavior is offensive and report the harassment to the appropriate level. It is the responsibility of the supervisor/manager to examine the matter and take necessary action.

Section 42-4. An employee may grieve an incident of sexual harassment or file a complaint of discrimination in accordance with applicable law.

### ***ARTICLE 43. SAFETY AND HEALTH***

#### **Section 43-1. GENERAL**

a. It is agreed that a work environment of safety and health is conducive to high morale and maximum efficiency. Therefore, the Employer will make every reasonable effort to provide and maintain safe working conditions and to comply with applicable Federal laws and regulations relating to the safety and health of employees.

b. The Employer, Management, and supervisory officials encourage the employees and the Union to bring to the attention of the organization methods and means of improving safety and health conditions.

c. The Union agrees to support the safety program through encouragement to all employees to conscientiously abide by established safety rules, regulations, directives, etc.; to report jobconnected injuries or illnesses to their supervisor immediately; and, to complete all forms required by applicable regulations.

d. Employees are expected to comply with Employer health directives and be alert to unsafe practices, equipment and conditions in all areas which represent safety or health hazards, and will report them to their supervisors for the purpose of making such conditions or procedures safe, and will be responsible for reporting accidents in which they are involved or to which they are witness.

e. Whenever Management becomes aware of significant temporary or permanent alterations that may affect the safety and health of bargaining unit employees, the Union will be notified. During the course of any alterations to the worksite, Management will make every reasonable effort to provide and maintain safe working conditions. Management will attempt to provide alternative worksites for employees displaced due to temporary alterations to their worksite prior to actions that may cause loss of pay or benefits.

#### Section 43-2. EMPLOYEE REPORTS OF UNSAFE/UNHEALTHFUL CONDITIONS

a. When an employee, during the course of performance of official duties, believes he is exposed to a health or safety hazard which presents an imminent danger which may cause death or serious physical harm, the employee shall immediately notify the nearest available supervisor and/or the Safety Office. The employee has the right to decline to perform his assigned task if he has a reasonable belief that under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. Management shall make an evaluation of the situation and after discussions with appropriate safety personnel, make a decision as to whether work may proceed. If the employee disagrees with the determination of Management, the

employee may grieve the decision under the negotiated grievance procedure. If it is determined that an imminent danger exists, the employee will not be obligated to return to the assignment until the imminent danger is removed.

b. Management agrees to assure prompt response to employee reports of unsafe or unhealthful working conditions. Any employee or Union representative who believes that an unsafe or unhealthful working condition exists in any work- place where such employee is employed, is encouraged to report the unsafe condition to his supervisor and shall have the right to make a report of the unsafe or unhealthful working condition to the Safety Officer and/or Occupational Safety and Health Administration (OSHA) and request an inspection of such workplace for this purpose.

c. No employee shall be subject to restraint, coercion, discrimination, or reprisal for reporting or filing a complaint of health or safety.

d. Employees assigned to work on a Visual Display Terminal (VDT) on a full- time basis who believe screen glare is adversely affecting their eyes may request a survey of their worksite. The request will be presented to the supervisor and Management agrees to survey, as appropriate, the worksite to identify any eye hazards.

#### Section 43-3. ABATEMENT OF UNSAFE/UNHEALTHFUL CONDITIONS

a. Employee reports of unsafe or unhealthful working conditions where imminent danger is suspected will be inspected, within twenty-four (24) hours or one work day after notification; where potentially serious conditions exist, within three (3) working days; and where other than serious conditions exist, within sixteen (16)



working days. A report of findings will be supplied to the Union within three (3) working days of receipt by Management of the inspection results/reports.

b. Safety inspections will be conducted by 106th Safety Officer as required to maintain a safe and healthful workplace. These inspections may be conducted by the Employer or outside agencies, and be announced, unannounced, or inspections to meet immediate safety assessment needs. The Union will be notified in advance of announced inspections and external inspections (when advance notice is provided to 106th Signal Brigade). The Union will be notified as soon as practical, but prior to the commencement of unannounced inspections and inspections of immediate need. A Union representative may accompany the inspector.

c. Management agrees to ensure prompt abatement of unsafe or unhealthful working conditions as established by OSHA standards. Once it has been determined that an unsafe or unhealthful working condition exists, a notice will be posted in accordance with 29 CFR 1960 and AR 385-10. In consonance with Chapter XVIII, Title 29, Department of Labor Rules and Regulations, Management shall post and keep posted a notice or notices informing employees of the protections and obligations provided for in the OSHA.

#### Section 43-4. EMPLOYEE JOB RELATED INJURIES AND ILLNESSES

a. Employees shall immediately, or as soon as practicable, report to their supervisor all injuries and occupational illnesses which occur on or as a result of the job. Employees shall be released to the San Antonio Military Medical Command/Brooke Medical Command (SAMMC/BAMC) Emergency Room facility for treatment or referred, at the employee's request, to an alternative

medical facility. The supervisor shall, within 24 hours of becoming aware of a suspected job related illness or injury, inform the employee of their rights and the procedures for filing an OWCP claim and provide the employee with Forms CA-1 and CA-16 for traumatic injuries, or Form CA-2 for occupational diseases.

b. Management agrees to assist the employee in filing the appropriate forms and documentation regarding the illness or injury with the Office of Workers Compensation Programs (OWCP). Such assistance will include an explanation of the benefits and options available under the Federal Employees Compensation Act, and submission of such forms to the Civilian Personnel Advisory Center.

c. When an employee has been returned to work from an illness or injury, by a medical authority, to light duty for a temporary period of time, Management agrees to assign work to the employee that will not aggravate his illness or injury, when such work is available and if the employee minimally qualifies to perform that work.

d. In the event of a work-related injury, during the employee's duty hours, work time that is lost by the employee on the day or shift on which the injury occurred will be excused without charge to leave (in accordance with appropriate regulations). If the injury incapacitates the employee for work beyond the day the injury occurred, then the employee will be advised of and assisted with the provisions of the Federal Employees Compensation Act regarding use of leave or continuation of pay by the Employer.

#### Section 43-5. PROTECTIVE CLOTHING/EQUIPMENT

a. It is understood that no employee shall be required to perform work in an area that is determined to be unsafe or unhealthy unless such unsafe or unhealthy condition can be

alleviated through the use of appropriate safety equipment, personal protective equipment, and/or the employee receives the appropriate hazard or environmental differential pay in accordance with applicable regulations.

b. Safety equipment and protective devices and clothing will be provided to employees as needed and prescribed by applicable directives and regulations.

c. Cleaning and repair of government owned protective clothing and devices will be provided by the Employer.

d. Management will send each employee whose duties require the use of safety footwear (shoes) to the management designated vendor for fitting of safety footwear. Vendor purchased footwear must satisfy the safety requirements for the work situation; e.g. steel toe, electrical hazard, ankle height, etc. Deviations to the foregoing will only be allowed with a physician's certification. A ceiling of \$200 is established for all vendor purchased footwear. Once vendor purchased footwear becomes worn and an employee feels unsafe, the footwear should be taken to the first line supervisor for a determination. If question should arise, as to safety requirements, the 106th Signal Brigade Safety Officer should be contacted for a final determination and the decision should be formally given to the first line supervisor, employee, and Union President for record purposes. Shoes determined unsafe and which are replaced should be returned to first line supervisor for disposal.

e. Adequate foul weather clothing will be provided for employees required to work outside in inclement weather, in accordance with appropriate regulations.

f. Management will provide a place to change and a means to secure belongings for employees required to change into safety

clothes and/or required uniforms.

g. Management will ensure appropriate sized personal protective equipment (PPE) is available as required for each employee's job.

#### Section 43-6. TRAINING

a. In the spirit of Partnership, appropriate Health and Safety Training for employees, including specialized job safety and health training, appropriate to the work performed by the employee should be provided by the Employer. Such training also should inform employees of the Occupational Safety and Health program, with emphasis on their rights and responsibilities.

b. Written SOP's, plans or instructions which detail how employees are to deal with health, safety, and hazardous situations will be available to employees.

c. The Employer will provide 106th Signal Brigade employees Safety, Occupational Health, and Environmental Compliance Committee training whenever applicable.

d. The Union shall be provided, upon request, Federal Occupational Illnesses Survey (OSHA Form 200) and pertinent safety notices or newsletters, as filed or published.

#### Section 43-7. REPRESENTATION IN SAFETY ISSUES

a. Management and the Union will cooperate in the continuing effort to eliminate accidents and health hazards. To this end, there shall be established a joint Safety and Health Council: the 106th Signal Brigade Safety, Occupational Health and Environmental Compliance Committee.

b. Management agrees that the Union may have one permanent representative at meetings of the 106th Signal Brigade Safety, Occupational Health and Environmental Compliance Committee. The representative must be an employee in the bargaining unit and must have authority to speak for the Union. Further, the Union representative may be accompanied by not more than two resource personnel who are in the bargaining unit whose attendance will positively contribute to subjects scheduled for discussion.

c. In consonance with Chapter XVII, Title 29, of the Department of Labor Rules and Regulations, Management will keep on-the-job accident and illness reports and maintains these records on site. A copy of all such reports will be provided to the Union upon request.

Section 43-8. NEW EQUIPMENT OR MACHINERY. Machinery or equipment that could cause serious injury to inexperienced operators or other employees should be in operation only when qualified personnel are available.

#### Section 43-9. OCCUPATIONAL HEALTH PROGRAM

a. Management agrees to maintain an employee occupational health program.

b. Employees will be required to participate in mandatory programs provided for in applicable regulations governing sight and hearing conservation and pre-placement and periodic examinations as deemed necessary by competent medical authority.

c. Management agrees to provide prompt medical treatment for employees injured on the job to include transportation to the SAMMC/BAMC Emergency Room where required.

d. Employees may request medical screening when their duties or work environment subjects them to identified or suspected occupational hazards. The Employer will determine the extent and/or content of any such screenings.

e. Management may offer a medical examination to an employee:

(1) When the employee requests his physical or mental condition be evaluated in relation to unacceptable performance, conduct, or leave problem.

(2) When the employee has made a request for a change in duty status, or assignment, or working conditions based upon medical reasons and Management determines it cannot act further on the request without verification of the clinical findings.

#### Section 43-10. DISABLED EMPLOYEES

a. Management will pursue such accommodations as may be necessary to provide a safe and healthy work environment for physically disadvantaged employees. These actions may include the installation of guard rails, wheelchair ramps, reserved parking spaces, accessible water fountains, restrooms, break rooms, and eating facilities.

b. When it becomes apparent that a long-term disability exists such that the employee will be unable to return to their normal duties, Management will inform employees that advice and counseling are available at the Civilian Personnel Advisory Center.

## **ARTICLE 44. EMPLOYEE INJURY COMPENSATION**

Section 44-1. COUNSELING OF EMPLOYEES. When employees suffer or allege illness or injury in the performance of duties, the supervisor and/or the appropriate management official will immediately inform the affected employees of their rights under the Federal Employees Compensation Act (FECA).

a. These rights include the following:

1. The employee's right to file for compensation benefits,
2. The types of benefits available,
3. The procedure for filing claims, and
4. The option to use compensation benefits if approved in lieu of sick or annual leave.

b. Procedure for Filing Claims for Workers' Compensation Benefits

1. As soon as possible after experiencing a job-related injury or illness, the employee must contact their supervisor or other appropriate management official.
2. The employee will obtain Forms CA-1, CA-2 and CA-16, as appropriate, from the employer. To help ensure timely coverage and payment, employees are encouraged to seek care within seven (7) days of the injury through their physician of choice.
3. The appropriate sections of the form should be filled out by the employee and given to the supervisor as soon as possible. Employees are encouraged to submit their claims within two (2)

workdays but not later than thirty (30) calendar days from the date of the occurrence. If the employee is incapacitated, this action may be taken by someone acting on their behalf.

4. The employer agrees to post the Department of Labor Form CA-10, "What a Federal Employee Should Do When Injured at Work" on all official bulletin boards.

#### Section 44-2. ELECTION OF BENEFITS OPTION.

a. Pending the approval of the compensation claim, an employee with a job-related traumatic injury/illness or occupational disease may elect to be placed on sick or annual leave instead of leave without pay.

b. As an alternative to Section 44-2a above, an employee with a job-related traumatic injury/illness may elect to receive up to forty-five (45) days of continuation of pay (COP) if the claim is filed within thirty (30) days of the injury and is supported by medical documentation

c. If the employee's claim is approved, the employee shall have the option of buying back any leave used and having it reinstated to the employee's account. This request must be submitted within one year of the date the leave was used or the claim was accepted whichever is later.

d. If the employee's claim for compensation is disallowed by the Department of Labor, Office of Workers' Compensation, any of the forty-five (45) days of COP that were previously granted will be converted to sick leave, annual leave, and/or leave without pay. The employee shall be responsible for advising the Department as to which form(s) of leave is (are) appropriate and



for completing an SF-71, Application for Leave, or its electronic equivalent.

e. The Department shall assist employees in obtaining technical information regarding the proper procedures for filing claim appeals to the Department of Labor.

Section 44-3. TRAUMATIC INJURIES. Management will review the CA-1 with the employee, to include the specific right to elect Continuation of Pay (COP) or use of annual or sick leave. Either the supervisor or the employee, or both, may refer any questions or concerns to the Directorate of Civilian Personnel Federal Employees Compensation Act (FECA) administrative staff. Unless the COP is controvert for any of the nine (9) reasons established by OWCP (see Block 35, CA-1), the employee's pay will be continued after the employee stops work because of a disabling injury, if a claim is filed, and it will not be interrupted unless:

a. Management receives a Form CA-17, Duty Status Report, from the attending physician indicating that the employee is able to return to work in a full or limited capacity; or,

b. Management receives notification from Office of Worker's Compensation Programs (OWCP) that pay should be terminated; or,

c. Medical documentation is not submitted within ten (10) calendar days of the injury; or,

d. At the expiration of 45 days.

NOTE: OWCP DEFINITION: A traumatic injury is defined as a wound or other condition of the body caused by external force, including stress or strain. The injury must be identifiable as to time and place of occurrence and member or function of the body

affected. It must be caused by a specific event or incident or series of events or incidents within a single day or work shift. Traumatic injuries include damage to or destruction of prosthetic devices or appliances, including eyeglasses and hearing aids if they were damaged incidental to a personal injury requiring medical services. (Personal property claims can be made only under the Military Personnel and Civilian Employees' Claims Act, 31 U.S.C. 240.)

Section 44-4. REVIEW OF DOCUMENTS. An employee, or designated representative, upon written consent of the employee, will be permitted to review documents relating to a claim for compensation which the OWCP has authorized DCP to make available. Psychiatric medical documentation may be released to the employee or representative by OWCP only. The employee may be accompanied by a designated representative if he so desires. Both shall be allowed a reasonable amount of time for such activities.

#### Section 44-5. REASSIGNMENTS/DETAILS/ASSIGNMENTS

When an employee is injured on the job and/or becomes medically disqualified from his current position as a result of an on-the-job injury or illness, Management may detail or assign such employee to limited duties on a temporary basis, where it has been determined that the employee can satisfactorily perform such duties and is qualified to perform those duties. An employee, assigned in this way, may be given training as necessary. Employees requiring a permanent reassignment will be referred to the FECA Administrator for placement efforts.

Section 44-6. DISABILITY RETIREMENT COUNSELING. The appropriate designated representative will advise employees, as appropriate, about disability retirement counseling available at the Directorate of Civilian Personnel (See Article 43, Section 10.b.)

Section 44-7. REVIEW OF RECORDS. The designated personnel representative of the employee may meet with appropriate management officials to review the employee's medical disqualification, position description, and qualifications to maximize placement opportunities and to reduce and/or eliminate adverse impact on the employee as a result of his injury or disease. However, Psychiatric medical documentation may be reviewed through, or with permission of, OWCP or the physician.

Section 44-8. EMERGENCY DIAGNOSIS AND TREATMENT. 106th Signal Brigade shall provide emergency initial treatment, evaluation, and/or stabilization of on-the-job injury or illness in accordance with applicable regulations. Election by the employee of private medical care must be in compliance with OWCP rules and regulations and may limit the employee's right of selection of medical provider.

Section 44-9. INJURY REPORTING FORMS. Management will maintain adequate supplies of necessary forms for proper recording and reporting of injuries. Such forms will be promptly provided to injured employees when Management is made aware of the injury. Forms are also readily available in the Directorate of Civilian Personnel or the Internet at [www.dol.gov/dol/esa/public/regs/compliance/OWCP/forms.htm](http://www.dol.gov/dol/esa/public/regs/compliance/OWCP/forms.htm).

Section 44-10. OFFICIAL TIME. A reasonable amount of official time will be granted to affected employees and Union representatives for reviewing documents and processing claims.

#### ***ARTICLE 45. SMOKING POLICY***

Section 45-1. Where breaks are provided to employees, smokers are not authorized any additional duty time to accommodate their smoking beyond that time authorized to all other employees.

Where breaks are authorized, management officials may alter the scheduling of these authorized breaks to accommodate the needs of the smokers.

Section 45-2. The smoking policy for bargaining unit employees at 106th Signal Brigade facilities will conform with all governing Department of Defense (DoD), Army Regulations and the Employer's policies to include DoD Instruction 1010.15 "Smoke-Free Workplace," AR 600-63, "Army Health Promotion" and 106th Signal Brigade policy, "Designated Smoking Area." When smoking policy changes, in any way, due to mandates or locally developed policy, Management agrees to notify the Union and bargain, as appropriate, on the impact and or implementation of those changes.

#### ***ARTICLE 46. NEGOTIATED GRIEVANCE PROCEDURE***

Section 46-1.

- a. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. Efforts will be made to settle grievances expeditiously and at the lowest level of supervision.
- b. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.
- c. This procedure shall be the exclusive procedure available to the parties and employees employed in the bargaining unit for resolving grievances.

Section 46-2 A "grievance" means any complaint:

- a. By any employee concerning any matter relating to the

employment of the employee;

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

c. By any employee, the Union, or the Employer concerning:

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

agreement; or

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

#### Section 46-3.

a. The following matters are specifically excluded from the coverage of this Article:

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

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

(3) A suspension or removal under Section 7532 of Title 5 of the U.S.C. (in the interests of National Security);

(4) Any examination, certification, or appointment;

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

(6) A preliminary warning (failure to meet a condition of employment, e.g., certification, licensure, or security clearance) or proposal of an action which, if effected would be covered under this procedure or under a statutory appeals procedure;

(7) Non-selection from a properly constituted referral list or certificate of candidates;

(8) Individual employee reduction in force actions appealable to the Merit Systems Protection Board.

(9) Non-adoption of a suggestion, disapproval of a quality salary increase, performance award, or any other kind of honorary or discretionary award.

(10) An action terminating a temporary promotion within a period of one (1) year and returning the employee to the position from which temporarily promoted or to an equivalent position.

(11) Any matter, to include individual employee claims, which both parties agree to raise to the Comptroller General.

(12) Termination of employee serving an initial probationary period.

b. This procedure shall be the exclusive procedure available to employees of the bargaining unit, who may represent him, or be represented by the Union, or a person approved by the Union in writing, for resolving grievances described in Section 46-2 above except:

(1) An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance (5 U.S.C. 4303) or adverse action (5 U.S.C. 7512) may, at his option, raise the matter under a statutory procedure or the negotiated procedure, but not both.

(2) An employee who alleges a prohibited personnel practice under 5 U.S.C. 2302 (b)(1) (relating to equal employment

opportunity violations) may either:

(a) File a First Step grievance pursuant to this Article within thirty (30) calendar days following:

(1) The date of the alleged discriminatory incident; or

(2) The date upon which the aggrieved became aware of the alleged discriminatory incident or situation; or

(3) The date of the employee's final interview with the Equal Employment Opportunity Counselor; or

(b) Initiate an action under the EEO complaint procedure by filing a Formal Complaint of Discrimination; or

(c) Initiate a mixed case appeal to the Merit Systems Protection Board.

(3) An employee shall be deemed to have exercised his option under this section when the employee files a timely written formal appeal under the applicable statutory procedure or files a grievance in writing under the negotiated grievance procedure.

Section 46-4. The following procedures are established for the formal resolution of employee grievances. The parties (Union officials, Management officials and supervisors or the Employer's Partnership representative) may agree to use Alternative Dispute Resolution (ADR) methods where practical, and at any time in the grievance process. However, the time lines in the grievance procedure will continue running and must be met unless an extension has been requested and approved in writing.

NOTE: If the substance of the grievance concerns an action, directive or decision made at a level other than the first line

supervisor, the parties may agree to initiate the grievance with another management official with authority to settle the grievance.

a. First Step. The aggrieved employee and/or his representative will present the grievance in writing to the immediate or first line supervisor within thirty (30) calendar days from the specific act or occurrence, or awareness of such. The grievance must be presented in writing and contain sufficient detail to identify and clarify the basis for the grievance, and specify the personal relief requested. The supervisor will review the situation, and at either party's request, discuss the matter with the employee and/or his/her representative in an effort to reach a satisfactory settlement of the matter. If a discussion is held, the supervisor must extend an invitation to the Union to be present, even if the grievant has not designated a Union representative. If the matter is outside the scope of the supervisor's authority, the grievance may be referred to an alternate First Step deciding official who has the authority to resolve the grievance and who accepts the action. The supervisor shall have fifteen (15) calendar days from the date following the day the grievance was submitted to give the employee(s) a written decision. If an alternate official renders the decision it shall be rendered within ten (10) calendar days after the action was referred or within fifteen (15) calendar days from the date following the day the grievance was submitted, whichever is earlier. NOTE: If the substance of the grievance concerns an action, directive or decision made at a level other than the first line supervisor, the parties may agree to initiate the grievance with another management official with authority to settle the grievance.

b. Second Step. If the grievance is not settled at the First Step, the grievant may submit the grievance in writing to the appropriate Department/Division/Separate Service Chief within fifteen (15) calendar days after receipt of the First Step decision. At the request of either party, the aggrieved employee(s) and their



representative may meet with the designated management official in an effort to reach a satisfactory settlement of the matter. If a discussion is held, the supervisor must extend an invitation to the Union to be present, even if the grievant has not designated a Union representative. The Department/Division/Separate Service Chief, or his written designee, shall render a written decision within fifteen (15) calendar days.

c. Third Step. If the grievance is not settled at the Second Step, the grievant may submit the grievance in writing to the Commander (or equivalent), ATTN: Director of Civilian Personnel, Bldg. 144, Fort Sam Houston, Texas 78234-5022, for further consideration. The employee's written grievance must be submitted and received in the Directorate of Civilian Personnel within fifteen (15) calendar days after receipt of the second step decision. At the request of either party, the aggrieved employee(s) and their representative may meet with the designated management official in an effort to reach a satisfactory settlement of the matter. The Commander, or equivalent, (or his/her designee) will review the grievance and the Commander, or equivalent, will give a final written decision within twenty (20) calendar days after receipt of the grievance. If a discussion is held, the Commander or his/her designee must extend an invitation to the Union to be present, even if the grievant has not designated a Union representative.

d. Fourth Step. If the grievance is not satisfactorily settled at the Third Step, the Union or the Employer may refer the matter to arbitration. Upon mutual agreement, the grievance will be submitted to mediation.

Section 46-5. Employer-Union Grievance Procedure: A concerted attempt will be made by both parties to resolve disputes which arise from grievable matters described in this Agreement over which the party complained against has control. Failure to do so

will be followed by submitting the dispute in writing to the Commander (ATTN: Director of Civilian Personnel), if initiated by the Union or to the President of the Local, if initiated by the Employer. Such grievances must be presented within twenty (20) calendar days from the specific act or occurrence, or from when the party became aware of the act or occurrence, or at any time when they concern dissatisfactions with continuing conditions. Representatives of the two parties will meet as soon as possible, but not later than fifteen (15) calendar days, to discuss the dispute and attempt to resolve it. The party complained against will render a final decision within twenty (20) calendar days of this initial meeting. Additional meetings may be scheduled during the intervening period by mutual agreement of the parties. If the dispute is not settled by this method, either party may submit the matter to arbitration in accordance with procedures contained in the agreement.

Section 46-6. In the event any grievance is satisfactorily settled at any step or by using Alternative Dispute Resolution (ADR) Procedures, such settlement shall be reduced to writing with a copy supplied to the grievant(s), if applicable, and the Union President. A sample settlement format is provided. A grievance under the negotiated procedure will be cancelled at the employee's written request. A copy of the written request will be provided to the Union. It will also be cancelled upon the employee's leaving the bargaining unit unless the grievance involves an adverse action.

Section 46-7. Disputes that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance procedure in this agreement, or is subject to arbitration under this agreement, will be referred to the Arbitrator as a threshold issue at the hearing on the merits. A threshold issue may be submitted to the arbitrator by written submission if mutually agreed to by the parties.

Section 46-8. All time limits in this Article may be extended by mutual agreement. However, failure of the Employer to observe the time limit shall entitle the Union to proceed directly to arbitration. In such case, the Employer will pay 75% of the arbitration costs. The Union will pay the balance. The aggrieved may elect at his option to advance the grievance to the next step instead. Failure by the aggrieved to present the grievance within the time limits at any step so that the grievance is not received by the individual specified in these procedures will result in termination of the grievance. In such cases, the aggrieved will be notified in writing. Any extension of a time limit expressed in this Article should be presented, in writing, before the expiration of that time limit. A request by the Employer for time extensions will be presented to the grievant's designated representative, if any, or the Union President, or to the grievant, if self represented. Requests by the aggrieved for time extensions will be presented to the supervisor(s), or operating official(s) who is to rule on the grievance or the Personnel Specialist, DCP, who services the activity where the grievance arose.

Section 46-9. In most instances, employees are required to use First and Second Steps before proceeding to the Third Step submission of the grievance to the Commander or equivalent. However, there may be issues considered appropriate for processing directly to the Third Step because of the serious nature of the actions involved or the previous consideration of some issues substitutes for the First and Second Steps. Therefore, employees seeking to file a grievance or requesting advice regarding the filing of a grievance will be advised that grievances involving these issues may be initiated at the Third Step within 20 calendar days of the decision or occurrence being grieved.

a. Formal Disciplinary Actions;

b. A removal or reduction in grade based on unacceptable performance (5 U.S.C. 4303); or

c. Gross waste, mismanagement and fraud under Section 2302, Title 5 U.S.C. ("Whistleblower Act") or a substantial and specific danger to public health or safety.

Section 46-10. All arrangements for a Union representative must be made by the employee presenting the grievance and the employee must designate his representative in writing. Management must be provided a copy of such designation.

Section 46-11. When possible and practical, the employee and his Union representative will meet at the Union office to discuss/prepare a grievance. When it is not feasible or possible, the Employer agrees to provide space on an as needed basis for the use of the employee and his Union representative that will afford privacy.

Section 46-12. An employee or group of employees wishing to present a grievance under Section 46-4 without representation of the Union may do so. However, the grievant(s) does not have the option of selecting a non-union personal representative of his or her own choosing in the grievance process, but must proceed on his own. Any adjustment of such grievance must be consistent with the terms of this Agreement, and the Union must be given the opportunity to be present at any formal meeting, if such is held.

Section 46-13. In an attempt to settle grievances expeditiously, management agrees not to obstruct Union officials in the accomplishment of their official responsibilities during the grievance process.

Section 46-14. Nothing in this agreement shall be so interpreted as to require the Union to process a grievance if the Union considers the grievance to be invalid or without merit.

### ***ARTICLE 47. ARBITRATION***

Section 47-1. A request for arbitration may be invoked only by the Union or the Employer and will be invoked only after all procedural steps have been properly pursued by the parties to resolve the dispute in accordance with Article 47, "Negotiated Grievance Procedure." Any request for arbitration must be submitted in writing within twenty (20) working days after receipt of the final decision under the grievance procedure.

Section 47-2. When arbitration is invoked by either party, the parties will submit a joint request, normally within five (5) working days, to the Federal Mediation and Conciliation Service for a list of five impartial persons qualified to act as arbitrators. The Employer shall prepare such request to FMCS with additional instructions (e.g., prefer federal sector experience and Texas based). The parties shall meet within ten (10) work days after the receipt of such a list to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, the Union and the Employer representative shall each strike one arbitrator's name from the list of five and shall then repeat this procedure. The determination of which party shall strike first from the list will be determined by the flip of a coin. The remaining name shall be the duly selected arbitrator. Upon mutual consent, the parties may request another list. As an alternative to the above procedure, the parties may agree on an arbitrator.

Section 47-3. If, for any reason, either party refuses to participate in the selection of an arbitrator and all other requirements for arbitration of this agreement are satisfied, the other party will make a selection of an arbitrator from the list. Simultaneous

notification of the selected arbitrator will be made to the other party.

Section 47-4. The Union and the Employer will share equally any mutually agreed upon services in connection with the arbitration proceeding. The Employer agrees to provide the space for the proceeding at no cost to the Union. If either party withdraws the case from arbitration after a fee has been incurred from the arbitrator, the withdrawing party shall pay the fee in full. If the withdrawal occurs due to a settlement, the parties shall split the fee. In the event of an arbitrator's split decision, the arbitrator will determine the appropriate ratio of the fee to be paid by each party.

Section 47-5. The arbitration process to be used will be a formal hearing unless the parties agree to one of the following:

a. Expedited arbitration may be used to expedite the resolution of the grievance. In such case, the arbitrator will be directed to announce his award at the close of the hearing. (Each side will have thirty (30) minutes to present a closing statement on their case, before a decision is made.)

b. A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc. are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

Section 47-6. The arbitrator will be requested to render a decision and remedy within thirty (30) days after the conclusion of the hearing. The arbitrator shall date the award upon mailing of the decision.

Section 47-7. The arbitrator's award shall be final and binding on the parties, except that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under their regulations.

Section 47-8. The arbitrator shall have no power to add or subtract from, disregard or modify any of the terms of the Agreement. However, the arbitrator shall have the authority to resolve any questions concerning arbitrarily and/or grievability.

Section 47-9. In considering grievances concerning matters covered by 5 U.S.C. 4303 (reduction in grade or removal of an employee for unacceptable performance) and 5 U.S.C. 7512 (adverse actions), the arbitrator shall be governed by 5 U.S.C. 7701(c), as applicable.

Section 47-10. The party initiating a request for arbitration (i.e., the Union or the Employer) may request withdrawal of the case from arbitration at any time. If the employee desires to withdraw from the arbitration action, the employee must sign a statement so declaring. If the Union wishes to continue with arbitration, they may.

Section 47-11. Both parties agree to exchange lists of witnesses normally ten (10) work days before the arbitration or expedited arbitration hearing. Unresolved witness issues will be resolved by the arbitrator. Witnesses who are not employees of the government who are called as witnesses will not be entitled to reimbursement for expenses from the Employer. Also the parties will exchange copies of all known exhibits to be introduced.

Section 47-12. All employees who are called as witnesses will be excused from duty without charge to leave to the extent necessary to participate in the arbitration.

## ***ARTICLE 48. NEGOTIATIONS***

Section 48-1. Both parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting working conditions of employees within the unit. The Employer agrees to negotiate with the Union, on any new policy or change in established policy, prior to implementation. If the actual change is not subject to negotiations, the impact upon the employees and procedures for implementing the change may be negotiated at the Union's request.

Section 48-2.

- a. It is understood that no provision of this agreement shall nullify or invalidate the rights of employees, the Union or the Employer, established under the Federal Service Labor-Management Relations (FSLMR) statute, other statutes, or regulations of appropriate authority.
- b. To the extent that provisions of any instruction or directive within the discretion of the Agency may be in conflict with this Agreement, the provisions of this Agreement shall govern unless the terms of this Agreement have been properly modified under this Article or Article 50, Duration, Review and Supplementation.
- c. In all cases regarding negotiations, the Union has a right to exercise its full rights under FSLMR.

Section 48-3. The Employer, Management officials and/or supervisors will furnish written notice of proposed change(s) affecting conditions of employment to the Union. The Employer



and the Union will furnish written notice of proposed change(s) to the negotiated agreement to the designated representative of the other party. Such notice will be given upon finalization of all preparatory actions and decisions necessitating the change. The proposed change(s) will not be implemented without giving the other party an opportunity to negotiate, as appropriate.

a. In the event Management initiates a change in conditions of employment as defined in 5 U.S.C. 7103(a)(14), which does not involve the exercise of a reserved management right under 5 U.S.C. 7106, the following procedure shall apply:

(1) Management shall notify the Union twenty (20) calendar days or more prior to the planned implementation date of the proposed change. The Union shall give Management its request to bargain within seven (7) calendar days, unless the Union verbally requests a three (3) calendar day extension.

(2) If the Union does not request negotiations within the time limit, Management may implement the proposed change immediately.

(3) Upon timely request by the Union, the parties shall enter into good faith negotiation with a view toward reaching an agreement in the spirit of partnership.

b. Where a change in conditions of employment results from the exercise of management's rights under 5 U.S.C. 7106, the following procedures shall apply with regard to negotiations concerning the impact and implementation of those changes (5 U.S.C. 7106(b)(2) and (3)):

(1) Management shall notify the Union twenty (20) calendar days or more prior to the planned implementation date of the proposed change. The Union shall give Management its request

to bargain within seven (7) calendar days, unless the Union verbally requests a three (3) calendar day extension.

(2) If the Union does not request impact and implementation bargaining within the time limit, Management may implement the proposed change(s) immediately.

(3) Upon timely request by the Union, Management shall promptly enter into good faith negotiations regarding appropriate arrangements for adversely affected employees and the impact and implementation of the proposed change(s).

(4) The parties agree to meet and negotiate in good faith and in the spirit of Partnership within fifteen (15) calendar days from the Employer's receipt of the Union's request to negotiate. The Employer agrees to continue negotiations to completion and in good faith to proceed, if necessary, through mediation by the Federal Mediation and Conciliation Service and resolution of any impasses by the Federal Service Impasses panel.

c. In the event, the parties become engaged in a negotiability dispute or reach impasses, either party may seek the services of the Federal Service Impasses Panel or the Federal Labor Relations Authority, as appropriate.

**Section 48-4. GROUND RULES FOR MID-TERM NEGOTIATIONS.** It is the responsibility of both parties to conduct mid-term bargaining in good faith and in such a manner as will promote the efficiency of the Federal service and a harmonious relationship between the Union and the Employer. Accordingly, mid-term bargaining on impact and implementation procedures or policy changes will be conducted as informally and as efficiently as is practical for the given situation. One or more of the ground rule provisions listed below may be invoked by either party if more economical and efficient methods for accomplishing the instant

negotiations are not evident or agreed to be the parties.

a. The request to invoke mid-term negotiations, in accordance with this Article, shall articulate the issues to be discussed.

b. Each party will designate, in writing, a spokesperson who will be empowered to speak for and make binding commitments for his/her party or negotiating committee.

c. Union negotiators at any level of the unit will be on official time during negotiations, mediation, and impasse resolution sessions. If Union negotiators are scheduled to work a different shift from the time of negotiations, mediation, or impasse, Management shall change that employee's shift so that he will be on official time, subject to timely notification by the Union and where essential mission requirements are not impacted.

d. The number of Union representatives for whom official time will be authorized for negotiations shall be equal in number to those designated as representing Management.

e. The parties will exchange names of the members of the negotiating team as soon as possible prior to negotiations.

f. Union representatives will be granted a reasonable amount of official time to prepare for negotiations.

g. Upon reaching agreement, the terms may be reduced in writing at the request of either party. Terms so formalized will be authenticated by the signatures of the respective Spokespersons.

h. When the parties cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed; the parties shall again attempt to resolve any

impasses.

i. When the Employer believes that a matter is nonnegotiable, it will immediately advise the Union of its rationale for such belief. After all negotiations have been completed, the Union will request a confirmation of the Employer's allegation. The Union then has the right to proceed to the Federal Labor Relations Authority in accordance with Section 7105(a)(2)(E) of Title VII and the regulations of the Authority and Sections 7117(a), (b), and (c) of Title VII. To determine whether or not a compelling need exists (if that is the reason for the claim on non-negotiability), the criteria set out in the Authority's regulations will be used. The parties will sign off on the rest of the issues being negotiated pending a decision by the FLRA on the negotiability issues.

Section 48-5. The amount of official time to be provided to Union representatives to prepare initial proposals will be established in the spirit of Partnership and in accordance with law when this basic agreement is reopened for supplementation or amendment.

Section 48-6. The Employer will print the supplement and provide copies to the Union for distribution to the bargaining unit members and will ensure that all future employees who join the unit are given copies upon their employment. The Union will be provided with fifty (50) additional copies of the Supplemental Agreement.

#### ***ARTICLE 49. IMPASSE IN NEGOTIATIONS***

Section 49-1. When subsequent to the approval of the basic agreement, it becomes necessary for either Management or the Union to reopen or to amend said agreement or to enter into supplements to this agreement, as provided for in Article 48, hereto, and an impasse has been reached, the item or items shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall once more diligently attempt to resolve any existing impasse items.

Section 49-2. The parties may jointly or individually request the Federal Mediation and Conciliation Service to provide mediation service.

## ***ARTICLE 50. DURATION, REVIEW, AND SUPPLEMENTATION OF AGREEMENT***

Section 50-1. EFFECTIVE DATE AND TERM. The effective date of this agreement shall be the day it is approved by the DoD, or on the 31st day after it is signed by the parties, whichever comes first. If the DoD review reveals any violation of law or governmentwide regulation, the parties will meet within 7 (seven) workdays of notification and attempt to renegotiate that language. The Agreement shall remain in effect for three (3) years from the signing of this Agreement. The Agreement shall be renewed for an additional one (1) year Agreement period on each anniversary date thereafter, unless between one hundred and five (105) and sixty (60) calendar days prior to any such date either party gives written notice to the other of its desire to amend, terminate or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved or the Agreement is terminated by either party. Such notice to amend or modify shall include the issues to be negotiated. No issues other than those submitted in accordance with the ground rules may be subject to negotiations.

Section 50-2. INTRODUCTION - AMENDMENTS AND SUPPLEMENTS. This Agreement may be amended and/or supplemented in accordance with the procedures in Article 48, Negotiations, and the following:

- a. By either party when applicable law or government-wide regulations prompt change.

b. In accordance with Article 7, Union Rights, and Article 6, Employer Rights.

c. By either party upon mutual agreement.

d. By the Employer, when employee needs or policy changes prompt supplementation on matters not specifically covered by this agreement.

e. By the Union, when in the general interest of the bargaining unit, supplementation on matters not specifically covered by this agreement is warranted.

f. The parties agree that when changes are needed to the Agreement, a Memorandum of Understanding (MOU) will be executed by the Union President and the Deputy to the Brigade Commander (DCO) . Further, changes that affect Civilian Personnel/Union issues will be executed by the Union President, the DCO, and a CPAC representative.

Section 50-3. EFFECTIVE DATE, AMENDMENTS, AND SUPPLEMENTS. Amendments and supplemental agreements to this Agreement shall become effective on the date approved by the DoD or on the 31st day after it is signed and shall remain effective concurrent with the basic agreement.

## ***APPENDIX***

### **APPENDIX I. QUALIFICATION UPDATE DOCUMENTATION**

106th Signal Brigade bargaining unit employees must use the electronic Official Personnel Folder (eOPF). The eOPF is the electronic version of your hardcopy employee official personnel folder, the official record of your Federal work career for the purpose of updating your qualifications for recording in their Official Personnel Folders:

### **APPENDIX I (Example). GRIEVANCE FORMATS DATE FIRST STEP GRIEVANCE TO:**

#### **SECTION 1.a.**

1. Grievant Name:
2. Job Title & Grade:
3. Organization:
4. Immediate Supervisor's Name:
5. Date Action/Incident Being Grieved Occurred:
6. Date Grievance Submitted:

**NATURE OF GRIEVANCE.** On the date indicated in paragraph 1.a.5 above, an action/incident occurred which I wish to grieve. I, therefore, elect to initiate my grievance at the First Step of the Negotiated Grievance Procedure. The following specific Articles and Sections of the Agreement and, if applicable, provisions of regulations, and/or laws, were violated:

FACTS SURROUNDING MY GRIEVANCE ARE: (Use additional  
Sheets as Needed) PERSONAL RELIEF DESIRED:

Signature of Grievant Date

ACKNOWLEDGEMENT OF RECEIPT BY MANAGEMENT  
OFFICIAL:  
SIGNATURE DATE GRIEVANCE FORM (CONT.)  
SECTION 1.b. FIRST STEP GRIEVANCE RESPONSE:

Date grievance received:

The following is my decision on the grievance described in  
Section 1 of this form. (Additional pages may be used as  
necessary.)

(Signature)

(Position Title) (Date) ACKNOWLEDGEMENT OF RECEIPT BY  
GRIEVANT (OR REPRESENTATIVE):

Signature:

Date:

cc: Union Representative (if designated) SECOND STEP  
GRIEVANCE

SECTION 2.a. The response in Section 1 above is not  
satisfactory for the following reasons. Therefore, I submit this  
grievance to: Second Step Deciding Official. (Additional pages  
may be used as necessary)

REASONS:

Grievant's Signature Date ACKNOWLEDGEMENT OF RECEIPT



BY MANAGEMENT OFFICIAL:  
SIGNATURE DATE

***SECOND STEP GRIEVANCE RESPONSE,***

SECTION 2.b.

Date grievance received:

The following is my decision on the grievance described in Sections 1 and 2a of this form. (Additional pages may be used as necessary.)

Signature Date

(Position Title) ACKNOWLEDGEMENT OF RECEIPT  
BY GRIEVANT (OR REPRESENTATIVE): Signature:  
Date:

***THIRD STEP GRIEVANCE***

SECTION 3.a.

The response in Section 2 above is not satisfactory for the following reasons. Therefore, I submit this grievance, through the Director of Civilian Personnel to the Commander (or equivalent), Third Step Deciding Official. (Additional pages may be used as necessary)

REASONS:

GRIEVANT'S SIGNATURE DATE

DATE PRESENTED:

ACKNOWLEDGEMENT OF RECEIPT BY MANGEMENT

OFFICIAL:

SIGNATURE DATE

***FINAL WRITTEN DECISION (THIRD STEP GRIEVANCE)***

SECTION 3.b.

DATE GRIEVANCE RECEIVED:

The following decision on the grievance described in Section 1, 2 and 3a of this form. (Additional pages may be used as necessary.)

Signature Date (Position Title) ACKNOWLEDGEMENT OF RECEIPT

***BY GRIEVANT (OR REPRESENTATIVE):***

Signature: Date:

cc: Union Representative (if designated) SECTION 4.

***PRESIDENT OR ACTING PRESIDENT OF THE UNION  
RESPONSE:***

The decision is not acceptable for the reasons given in the attachment. The grievance shall be submitted to:

(a) mediation.

(b) arbitration in accordance with Article 38 of this agreement.

SIGNATURE DATE PRESIDENT AFGE LOCAL 1067

DATE PRESENTED:

ACKNOWLEDGEMENT OF RECEIPT BY MANAGEMENT  
OFFICIAL:

SIGNATURE DATE

**APPEND V. NEGOTIATED SETTLEMENT AGREEMENT  
FORMAT**

The parties, solely to resolve this matter without further litigation, freely and voluntarily enter into the following agreement in settlement of the grievance, filed by \_\_\_\_\_ (name of the employee) on \_\_\_\_\_ (date):

Terms of settlement:

- a. The Employer agrees to: (cite all the items for relief or other actions Management will grant to settle the grievance.)
- b. The Grievant agrees to: (cite all the items the Grievant will accept or do to settle the grievance.)
- c. The Union agrees to: (If applicable, cite all items the Union will act upon to settle the grievance.) The parties agree that: (cite all the mutual items/actions both parties agree to do to settle the grievance.)

This Settlement Agreement is entered into and is binding upon the parties by their signatures below.

Employer's Representative Grievant

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

\_\_\_\_\_ Union Representative

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

Approved by the Department of Defense on 12 August 2015