

**U.S. Army Garrison;
Logistics Readiness Center;
Network Enterprise Center**

Fort Buchanan

AND

AFGE

**Local 2614, American Federation of Government
Employees, AFL-CIO**

Effective: 5 December 2014

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(NOTE: Electronic versions of this agreement contain hyperlinks where appropriate)

PREAMBLE

Through this agreement, the parties establish a basic understanding relative to personnel policies and practices, Employee working conditions, and any other matters negotiable under current case law. This agreement is also established as a means to assure amicable discussion and adjustment of matters of mutual interest. The Employer and the Union agree to cooperate in efforts to ensure timely completion of work, improve the quality of workmanship, encourage ideas for improvement and cost reduction, prevent accidents, and conserve materials and supplies.

The following articles constitute a collective bargaining agreement between Local 2614, American Federation of Government Employees, AFL-CIO, and the commanders of all activities subject to this agreement.

This agreement shall apply to all employees included in the Bargaining Unit for which the Union has been granted exclusive recognition, and shall supersede any and all memoranda of understanding and memoranda of agreement on matters covered by this agreement. Any subsequent units which are certified by the Federal Labor Relations Authority (FLRA), and are assigned to or located at Fort Buchanan, such units shall automatically come under this agreement.

ARTICLE 1
PROVISIONS OF LAW, REGULATIONS & DEFINITIONS

SECTION 1

The Employer, the Union, and the Employees shall be governed by existing and future laws of the United States, regulations, and policies of appropriate authorities including the Office of Personnel Management, and published agency policies which may be applicable and are in existence at the time of approval of this agreement. Subsequently published agency policies and regulations are subject to substantive and/or Appropriate Arrangements and Procedures (AA&P) bargaining as required [previously referred to as Implementation and Impact (I&I)].

SECTION 2

Whenever the personal pronouns he, him, or his are used in this agreement, they shall be construed as neutral in gender; that is, as meaning he and she, him and her, or his and hers as appropriate.

SECTION 3 – DEFINITIONS

A. When the term “Commander” is used, it will refer to the Commander, United States Army Garrison (USAG) Fort Buchanan or the Commander, or head of a tenant activity bound by this agreement, as applicable.

B. When the term “Employer” is used, it means management agencies bound by this Agreement, and any of its supervisory officials.

C. When the word "Employee" is used, it means an Employee in the bargaining unit covered by this agreement.

D. When the term “Union” is used, it means Local 2614, American Federation of Government Employees (AFGE), American Federation of Labor--Congress of Industrial Unions (AFL-CIO).

E. Unless otherwise specified, the term "days" as used in this Agreement means calendar days.

F. An “excused absence” is an absence from duty administratively authorized without loss of pay and without charge to leave.

G. “Substantive bargaining” means negotiation on the substance of a managerial decision, as opposed to bargaining on appropriate arrangements and procedures.

H. "Officer of the Union" means an elected officer, i.e., President, 1st Vice President, 2nd Vice President, Chief Steward, or Secretary / Treasurer, or any other union official who has been identified to the employer in writing as an officer of the union.

I. "Steward" means an appointed or elected Union official who is not in an officer position as defined above.

J. "Supervisor" is defined as per 5 U. S. C. §7103(a) (10).

K "Seniority" for other than Reduction In Force (RIF) purposes is defined as an Employee's length of service by Service Computation Date (SCD) as shown on the Leave and Earning Statement.

SECTION 4

A. The parties agree any federal law or government-wide regulation, which was in effect on the effective date of this agreement, and not specifically addressed by this agreement, shall supersede any conflicting provisions of the Collective Bargaining Agreement.

B. The Employer agrees that should it become necessary as a result of law or Government-wide regulation enacted after the effective date of this agreement, it is necessary to formulate new policies contrary to the provisions of this agreement; such provisions will not be implemented prior to completion of required bargaining.

C. The union does not waive its right to bargain any proposed change which may affect personnel policy, practice or other conditions of employment; whether such subject matter is covered in this agreement or not.

ARTICLE 2
RIGHTS AND RESPONSIBILITIES OF THE PARTIES

SECTION 1

The Employer and Union are obligated to negotiate in good faith with the objective of reaching agreement by diligent and serious exchange of information and views, and by avoiding unnecessarily protracted negotiations.

SECTION 2

The normal point of contact (POC) between the Union and the Employer for the purpose of consultation on questions concerning overall installation/garrison administration/policy between the parties shall be:

A. For the Union: The President. If the President is not available, and the matter must be resolved before he returns, the following POCs will be followed in order, with the same provisions: 1st Vice President, 2nd Vice President, Chief Steward, Secretary/Treasurer, or any other official designated in writing by the union.

B. For the Employer: The Labor Management Employee Relations Officer (LMERO). If the LMERO is not available, contact the Director, Civilian Personnel Advisory Center.

SECTION 3

The normal POC between the Union and the Employer for matters at any organizational level will be the appropriate Supervisor and any Union recognized official (i.e., President, 1st Vice President, 2nd Vice President, Chief Steward, or Secretary/Treasurer). It is understood that the Union may elect to assign another officer or steward to the issue after initial contact, but this will not affect any timelines stated in this agreement.

SECTION 4

A. 5 U.S.C. §7106 (a). Subject to subsection (B) of this section, nothing in this chapter shall affect the authority of any management official of any agency:

(1) To determine the mission, budget, organization, number of Employees, and internal security practices of the agency; and

(2) In accordance with applicable laws:

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

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

(c) 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

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

B. 5 U.S.C. §7106 (b). Nothing in this section shall preclude any agency and any labor organization from negotiating:

(1) At the election of the agency, 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 agency 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 5

The Union is the exclusive representative of the Employees in the unit and is entitled to act for, and negotiate collective bargaining agreements covering all Employees in the unit. The Union is responsible for representing the interests of all Employees in the unit it represents without discrimination and without regard to union membership. In accordance with current case law, if the Employee has the right to choose a representative other than the Union, there is no basis for requiring the Union to furnish its services.

SECTION 6

A. The Union is provided the right by statute “To be represented at any formal discussion between one or more representatives of the agency and one or more Employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment” (5 U.S.C. §7114(a)). To determine that a meeting qualifies as a formal discussion, consider the following:

(1) A meeting must include four specific elements. They are: a) at least one representative of Employer management and at least one bargaining unit Employee in attendance; b) a discussion that is c) formal in nature, and d) concerns a grievance or a personnel policy, practice or other condition of employment of unit Employees;

(2) The totality of circumstances surrounding the discussion to be considered include the status and number of Employer representatives in attendance, whether the meeting was scheduled or impromptu, whether a formal agenda was used, how long the meeting lasted, the location of the discussion, and whether attendance was mandatory or voluntary. These are indicators and none are conclusive evidence on their own of formality or the lack thereof. Supervisors are never precluded from inviting the Union to meetings involving Employees.

B. To afford the Union the maximum opportunity to send a representative to a formal discussion, the Employer shall provide as much advance notice as possible. In all cases, notice of time, location, and general nature of the subject matter will be given to the Union, concurrent with notification to other attendees prior to any formal discussions. Any read ahead material provided to other attendees will also be provided to the Union. If the Union is unable to send a representative to the discussion, the Employer will provide any written documentation, minutes, etc., from the meeting.

C. The mere fact that a Union representative will be among a group of unit Employees present at a formal discussion does not relieve the Employer of the obligation to provide advance notice to the Union.

SECTION 7

The intent of the Parties is to maintain an amicable relationship, to develop a united team with a common purpose, goals, and vision, and which fosters the development of a more efficient organization. The cornerstone of the Parties relationship will be trust, good faith

discussions, consensus seeking, open sharing of information, and setting up the goals, the vision, and the purpose of the relationship. The parties agree to comply with the provision of any Executive Order pertaining to Labor Management Relations that is in effect during the period covered by this agreement. The employer agrees to inform the union of organizational goals, objectives and priorities to assist them in carrying out their representational responsibilities and to facilitate cooperative management/union relationships. The employer recognizes that the union may bargain on the impact and implementation of a change in performance management systems.

SECTION 8

The parties agree that an Incentive Awards Program fosters mission accomplishment by recognizing excellence and motivating employees to higher levels of service and performance. The parties agree that Employees will be recognized and rewarded appropriately, promptly, and on the basis of superior performance, special acts or services, or other personal or group efforts that exceed normal standards or expectations and result in improved Federal government programs and/or services. The Incentive Awards Program will be administered in accordance with governing laws regulations and policies. If any of the activities covered by this agreement convene an awards board as part of the Incentive Awards Program process, the union may have a representative on the board as a non-voting member to observe the process. Participation of a union representative as a non-voting member of any awards board will not count toward the union's official block time.

SECTION 9

The parties recognize the seriousness of Unfair Labor Practice (ULP) charges. When any of the parties provides notice of the intent to file a ULP, the parties agree to take appropriate action to resolve, if possible, the situation underlying the potential charge. When a ULP charge is proposed, the parties agree that normally within five (5) working days a meeting will be scheduled for the purpose of discussing settlement alternatives. If after the parties meet there is no resolution, then the charging party may proceed to file the ULP, unless the parties have agreed to subsequent meetings to attempt resolution. Nothing in this section will be interpreted as a waiver of any statutory right of the parties.

ARTICLE 3
RIGHTS AND RESPONSIBILITIES OF THE EMPLOYEE

SECTION 1 - GENERAL

A. An Employee shall have the right to bring work-related matters to the attention of their Supervisor. This right may be exercised individually or collectively by an appointed spokesperson. Employees will not suffer adverse consequences for bringing issues to the attention of the Supervisor. Disagreement does not equal disrespect.

B. Employees shall be treated fairly and equitably and in a professional manner and in turn they will conduct themselves in a professional manner.

SECTION 2 – RESPONSIBILITIES

The Union and the Employer agree that Employees will:

A. Conscientiously perform assigned duties.

B. Cooperate with and strive to maintain good working relations with Supervisors and fellow Employees.

C. Cooperate in and promote programs designed to improve work methods and conditions.

D. Maintain a neat and clean personal appearance as required by the work situation. Employees are expected to dress and groom considering comfort, productivity, health, safety, and type of position occupied. Any discrepancies noted by supervisory personnel will be brought to the employee's attention and the employee must comply. If the matter is grievable, then the employee must first comply and then exercise their right to grieve under the provisions contained in this agreement.

SECTION 3 - PROTECTED ACTIVITIES

Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right:

A. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under this chapter” (5 U.S. Code §7102)

SECTION 4 - INVESTIGATORY MEETINGS

A. It is the Employee’s responsibility to request Union representation at investigatory meetings. The Employee may request representation when notified of the meeting or at any time during questioning. If representation is desired by an Employee, the Employee will be given an opportunity to have representation present at any examination of an Employee by a Supervisor in connection with an investigation, if the Employee reasonably believes that such examination may result in disciplinary action against the Employee, and the employee requests representation.

B. Although the Employer will accommodate an Employee's request to have a Union official present by giving the Employee an opportunity to contact a Union official, such examination will not be delayed beyond forty-eight hours or two duty days, from the date/time the examination was initially scheduled to be held.

SECTION 5 – REPRESENTATION

If an Employee desires consultation with a Union representative during working hours for representational business, he will obtain the Supervisor's permission to leave the work site for this purpose. Supervisors will grant requests for temporary absences for this purpose at such times and for such a period of time as the Employee can be excused. If this departure would create immediate problems, the Supervisor will inform the Employee of the earliest time that they would be free to leave for their consultation, normally within forty-eight hours or two duty days. The Employee is under no obligation to disclose the purpose of the meeting between the Union and the Employee.

SECTION 6 – BENEFITS

A. It is agreed that Employees will be allowed duty time to attend open season health benefits seminars if such seminars are provided and as workload permits with no charge to leave. The Employer agrees to make health benefits materials available to the Employees during open season.

B. Employees may contact the Army Benefits Center-Civilian (ABC-C) via government phone or computer (web site <http://www.abc.army.mil>) and on duty time for information in regard to Federal Employee Health Benefit (FEHB), Federal Employee Group Life Insurance (FEGLI), Thrift Savings Plan (TSP), retirement, and survivor benefits (death and dismemberment). The Employer may elect to hold periodic retirement seminars which Employees will be allowed to attend, mission permitting.

C. The Employer agrees to encourage Employees to seek assistance and, to the extent available and upon their request, to counsel Employees concerning personal finance and debt complaint matters, and other programs that promote Employee well being. Employees may consult the Employee Assistance Program/Counselor (or subsequent title) on duty time for the initial intake. If subsequent sessions are deemed appropriate by the Employee Assistance Counselor, the employee may be granted appropriate leave to attend these sessions. Employees seeking assistance will not suffer adverse consequences for doing so. While Supervisors may require verification of Employee attendance for purposes of accounting for duty time, confidentiality of Employee sessions will be maintained.

Section 7 – COMBINED FEDERAL CAMPAIGN

The Employer and the Union recognize that local and national health, welfare and emergency relief organizations depend largely upon voluntary contributions through the Combined Federal Campaign (CFC) for successfully achieving their objectives. The CFC shall be conducted in the spirit of true voluntary giving. Coercion, either overt or implied, shall not be practiced by collectors, Supervisors or any other personnel.

Section 8 - SMOKING

A. Smoking is prohibited in any Government vehicle, building, and within 50 feet of any entryway to a building. Where possible, the agency will designate smoking areas that are covered and/or sheltered from the elements.

B. Smoke breaks will be allowed not to exceed 15 minutes per 4-hour work period during established employee breaks. The allowable 15 minutes may be broken down into two or three break periods subject to work requirements and supervisor approval, provided the cumulative total of the shorter breaks do not exceed 15 minutes. These smoking breaks are not in addition to normal breaks established in Article 7, Section 5.

SECTION 9 - PERSONNEL FILES

A. An Employee has the right to see his Official Personnel File. In addition, an Employee may authorize in writing one or more agents to examine his file. Official Personnel Folders (OPF's) are maintained electronically (eOPF) and available to employees through the use of the Civilian Personnel On-Line Portal, and available at the Mybiz link. Employees may request the Employer to add something to their E-OPF or correct or remove a portion of the record he/she believes is inaccurate. Corrections with supporting documentation will be posted to their eOPF and applicable automated systems to reflect correct data, once verified. Copies of documents in the eOPF may be electronically downloaded by employees.

B. Copies of Health and Insurance forms and transportation agreements are maintained at the CPAC. The Employer may assist in obtaining these forms, if needed, in resolving personnel and payroll problems.

C. If Supervisory Working Files (SWF's) are kept, the file may contain information regarding performance and conduct of the employee. Copies of any information kept in the file and the opportunity to review it will be furnished upon request of the employee. SWF will be secured to maintain confidentiality.

SECTION 10 - TRAVEL/TEMPORARY DUTY (TDY)

A. Employees will be informed of the opportunity or the requirement to perform temporary duty (TDY) as much in advance as practical. Adequate lead time will be provided to make personal arrangements. When the Employer requires TDY and is unable to provide normal notice, the Employer will make reasonable efforts to accommodate any special needs of the Employee. Employees will not be expected to travel without valid travel orders. Employees expected to perform TDY will be assisted in applying for a government travel card (GTC) or travel advance by their Supervisor or designee and will be instructed on its proper use. Employees will not be required to perform TDY without a GTC or travel advance. Travel advances will be provided at the rate determined by the Defense Finance and Accounting Service (DFAS) provided that the request for the advance is made sufficiently in advance to permit the advance to be processed. Travel advances will be deposited directly to the Employee's designated account by electronic funds transfer (EFT).

B. The GTC is for official use only. Use of the GTC for purposes other than official government business may result in the employee being disciplined and/or the loss of his/her GTC. Employees will submit a travel voucher within the specified timelines. Employees are responsible for payment of all GTC charges when they become due, regardless of the status of their travel voucher settlement.

C. To the maximum extent practicable, Employee travel will occur during working hours. When travel falls outside the work schedule, entitlement to overtime or compensatory time will be in accordance with the Fair Labor Standards Act and Title 5 U.S. Code. Managers/Employees with questions should contact the CPAC prior to or during the travel.

D. Employees on TDY for a continuous period of more than three weeks may be authorized to periodically return to their permanent duty station in an official travel status on weekends or other non workdays. Requests for such travel will be considered subject to budgetary constraints and TDY length in accordance with the Joint Travel Regulation (JTR).

E. Employees cannot be directed to use privately owned vehicles (POV). In a situation where an employee is requested and agrees to use their POV in the performance of their official duties, the employee will be compensated according to the JTR. This applies to both TDY travel and work-related travel on post.

SECTION 11 – PARKING

The Employer will continue to provide parking places for Employees as reasonably as possible accessible to their work place. Handicapped parking will be made available according to applicable laws. Reserve spaces for specific individuals require approval of the Commander upon recommendation by the Director of Emergency Services. All other parking spaces are on a “first come, first served” basis.

SECTION 12 - CHILD CARE

A. The parties recognize that working parents have a responsibility to arrange adequate child care for their dependent children. The Employer will strongly encourage supervisors to grant emergency annual leave requests or requests for leave without pay for an employee who has unexpected changes in child care arrangements or an emergency concerning their child.

B. An Employee may seek enrollment in the post child development center on a space available basis in accordance with current operating policies of the child development center.

SECTION 13 – LICENSURE

A. Employees must notify their Supervisor within 24 hours or one duty day upon knowledge that any licenses affecting their ability to perform assigned duties will be/are

revoked or suspended. Such duties will not be assigned or performed absent the required license. This includes any professional licenses required by the Employees position in addition to any licenses required to operate equipment.

B. Loss of license situations must be reported by the employee to the supervisor and will be considered on a case by case basis. If the individual loses a required license and cannot obtain a new one, efforts will be made to detail the Employee to another position, consider reassignment to a position that does not require a license, or offer a voluntary change to a lower graded position. If the employer is unable to accommodate the employee with another position, the employee may be separated from employment.

C. As the Employer determines that a Commercial Drivers License (CDL) will be required for encumbered positions in order to comply with federal or local law, the Employer agrees that:

(1) The Employer will provide a government vehicle and driver for only two (2) tests. After that, obtaining a vehicle and driver is solely the Employee's responsibility. Each Employee will be provided up to eight (8) hours total duty time to take the tests.

(2) Current Employees will be provided up to 16 duty hours for training and allowed three (3) months from the date of determination that a CDL is required to obtain the required license and endorsements. New Employees hired will be required to have the appropriate licenses upon entry on duty as stated in the Position Description.

D. Drug testing of CDL holders will be accomplished in strict compliance with Department of Transportation laws, and other Federal laws designed to protect the interests and rights of the Employee while contributing to the efficiency and effectiveness of the Government.

SECTION 14 - SUPPLIES AND EQUIPMENT

A. The Employer will provide each Employee supplies and equipment necessary to perform their duties consistent with applicable laws and regulations. This includes all protective clothing and equipment required to safely perform the work, except as noted below. The Employee may be held responsible for the replacement of equipment that is lost or damaged through other than normal fair wear and tear, as provided for in Army Regulation AR 735-5, Policies and Procedures for Property Accountability. The Employer will insure that equipment requiring maintenance by other than the Employee is properly maintained to the appropriate standard. The Employee is responsible for proper use and maintenance of issued individual property. B. Employees who are authorized a clothing allowance are responsible for purchasing and maintaining

personal uniform items and for maintaining issued protective clothing and equipment as outlined in appropriate rules and regulations.

C. Employees may choose to use their own personal equipment so long as it meets the same criteria required for like government issued items as determined by the supervisor.

ARTICLE 4
APPROPRIATE ARRANGEMENT AND PROCEDURES (AA&P)

SECTION 1

A. The Employer's policy is to ensure Union views and proposals are fully considered prior to implementing changes in working conditions. It is also the policy that all legal requirements of the Federal Labor Relations Act be met.

B. The Employer is required to notify the Union before making changes that affect the working conditions of bargaining unit members. The Employer has the responsibility to provide notice even when changes are mandatory or necessary and even when the changes are considered to be an improvement over present conditions. The Employer must negotiate with the Union, and not with individual Employees.

C. The Employer acknowledges the importance of obtaining Employee input through the Union prior to making decisions that affect working conditions. The Employer is encouraged to seek input from the Union to jointly develop solutions prior to making a decision and issuing a proposal. Although this process may expedite any required negotiations, it does not negate the Employer's obligation to afford the Union the opportunity to bargain once a decision is made.

D. When the Employer exercises its statutory rights with regards to Employees, the Employer incurs the responsibility to notify the Union in order to provide it the opportunity to negotiate. The Union has the right to negotiate appropriate arrangements and procedures to offset any hardship on Employees who are affected by the exercise of Employer's Rights under the Statute.

E. This negotiation of Appropriate Arrangements and Procedures, also referred to as "Impact and Implementation bargaining or I&I bargaining," means that while the Union may not normally bargain over whether the Employer will make a certain change that is an exercise of its rights under 5 U. S. C. §7106, it may negotiate over how the change will affect Employees and how it will be implemented.

F. Notification to the Union should be made as soon as possible after the Employer has reached a decision that will trigger a bargaining obligation. The Union will provide its initial proposals to the Employer within 15 days of receipt of the notification. If the Union believes that the proposal does not contain all of the information required under Section 1G below, it will notify the Employer and the LMER within five days of receiving the proposal. An extension may be granted to the Union equivalent to the number of days

delayed by lack of information. If proposals cannot be provided within 15 days, the Union will contact the Employer; provide status, and an anticipated date that proposals will be forwarded. If the Union has not responded to management within 15 days, the Employer is free to implement the decision.

G. Notice to the Union will be either handed to a Union official or e-mailed to the Union email account, and a copy furnished to the LMERO. Email is the preferred method, with a delivery receipt requested. If no response is received from the union within 48 hours, the employer will contact a union official to confirm receipt. Time lines applicable to union notifications outlined in Section 1F begin upon confirmation of receipt. Notices to the Union will include, at a minimum, the following information:

- (1) Describe the proposed change and how it will affect members of the bargaining unit.
- (2) State the operational need for the proposed change;
- (3) Include a proposed effective date for implementation;
- (4) List all affected bargaining unit members;
- (5) Give a POC who is able to provide additional information regarding the proposal, and who is able to enter into an agreement with the Union; and
- (6) Include any additional information the Employer believes is pertinent.

SECTION 2

Nothing in this article is intended as a waiver of either party's rights under the Statute.

ARTICLE 5

OFFICIAL TIME

SECTION 1

Meetings between the parties requested by the employer normally will take place during the duty day. Attendance by Union officials, stewards or bargaining unit employees required to attend such meetings will not be charged against the union's block official time. This is not meant to preclude meeting at other hours if mutually agreed upon.

SECTION 2

In the interests of efficient conduct of government business and the lawful and economical use of government time, and in order to draw a reasonable distinction between official and non-official activities, the parties agree that Official Duty Time will not be authorized for Union officers or stewards to perform internal Union business. Examples of internal Union business included membership meetings, solicitation of membership, collection of dues, campaigning for or participating in Union elections; solicitation of complaints or grievances; performance of administrative functions related to benefits offered by the Union; audit of Union financial records and distribution of non-representational literature. These activities will be conducted outside of regular working hours or in a non-duty status and none of the above activities will be done at Employee work stations. Literature may be distributed to Employees in break rooms or handed out in break areas.

SECTION 3

The Union agrees to provide to the LMERO a copy of literature (other than membership benefit information) distributed/handed out in mass distribution to Employees on Fort Buchanan.

SECTION 4

The Union will provide the Employer written notice of the names of officers and stewards. The Union will notify the LMERO of any changes, and the appointed individual will be authorized to request official time beginning on the date agreed upon by the LMERO and the Union, which will not be more than three (3) days after notification. This is to ensure coordination with appropriate Supervisors for authorizing official time.

SECTION 5

A. The Union agrees that Union officials will request permission from their immediate Supervisor when they wish to leave their assigned duties for the purpose of performing representational duties. **The request will be submitted using the Request for Official Time Form located at the end of this article 48 hours in advance of the beginning of the requested time period.** The completed request should provide sufficient information so that the supervisor may render a decision as to whether the nature of the request is representational and whether the amount of time meets the statutory standard, i.e., is reasonable, necessary and in the public interest. The immediate supervisor will coordinate with the Director/Chief of the union official's directorate/office. Only Directors/Chiefs may approve requests for Official Duty Time. The Director/Chief's permission will be granted except when mission exigencies preclude such release. When permission is not granted when requested, it will be granted at a later time.

B. **If the Union representative needs to visit a work site, the Union will coordinate with the Supervisor of that worksite.** The Union agrees that its officers and stewards will not interrupt a worksite without prior coordination of the supervisor of that site.

C. The Union agrees it will guard against the use of excessive time in performing representational duties. The Employer agrees that representational deadlines will be automatically extended to make up for postponement of official time. The Union will notify the LMERO to affect the extension.

D. When an Official of the Union requests annual leave in order to conduct Union business outside of the bargaining unit Supervisors will be strongly encouraged to approve the leave.

SECTION 6

The Employer and the Union agree that non-Employee Union representatives (National or Region Representatives, etc.) may assist the Union Officers and Employees in carrying out the Union's responsibility for representing bargaining unit Employees.

Notice of non-Employee Union representatives attending meetings with Employer officials will be made at least one duty day (24 hours) in advance to the LMERO or the Employer official attending the meeting.

SECTION 7

A. Official time will only be granted to officers and stewards of the Union, as previously certified by the union. These blocks of official time will be computed starting with the first pay period after the effective date of this contract. The Employer agrees to grant

the union a block of 500 hours per contract year to distribute for use in representational matters by local officers and stewards, as the union president deems appropriate. The local officials or stewards will notify their immediate supervisor of the need for official time prior to leaving the work area and upon their return to the work area. Such absence from the workplace to perform union representational hours will be documented in writing.

B. The Union agrees to send a representative, normally the President, to command level meetings/briefings when requested (e.g. Garrison Staff Call or Executive Council). Attendance at these meetings does not count against the union's block official time.

C. As provided for in Section 4, the Union shall provide the Employer with a list of union officials empowered to act on behalf of the union and shall keep the list current. When the Union President will be absent for an extended period, the union will notify the Employer who is authorized to represent the President in his absence.

SECTION 8

A. Because labor management training is of mutual benefit to the Employer and the Union, the parties agree that official time for initial training of a new Officer of the Union will be granted for up to 24 hours, this time will not count against the union's block official time.

B. Officers of the union and stewards will be granted up to 40 hours per contract year for CPAC approved labor management training, this time will not count against the unions block official time. Hours will not be carried over from year to year.

C. Requests for official time under this section must be submitted to the LMERO with as much advance notice as possible but at a minimum 15 days in advance of the scheduled training. Request must state the name(s) of the representative(s), the date, time and location of the training, and the detailed agenda (topics and times). Any travel, per diem or tuition costs required are the responsibility of the union.

SECTION 9

Union officials are responsible to insure that official times are used properly in the same manner that any Agency employee is responsible to make effective use of work hours. Official time granted for union representational matters will be accounted for in the Automated Time Attendance And Production System (ATAAPS) using the following codes: BA: Term Negotiations; BB: Mid-Term Negotiations; BD: Labor/ Management; BK: Grievance Appeals. The Employer will track the Union's Official Time through ATAAPS.

SECTION 10

If representational need is such that the block of time in Section 7.A will be exhausted prior to the end of the contract year, the Union will notify the Employer and the parties will negotiate additional time for the remainder of the year. Provided the union can account for the use of the block representational time granted in Article 4 Section 7 through documentary evidence (name of employee represented, complaint/issue, number of hours used in representational duties for the employee, complexity of the case), the employer will grant the request for a reasonable amount of additional representational time.

ARTICLE 6
USE OF OFFICIAL FACILITIES

SECTION 1

A. The Employer agrees to provide to the Union private office space that is air-conditioned, local (on-post) telephone service, a desk with 2 chairs, four filing cabinets and a table with four chairs as available. This office space will not be used for a regional Union office. All building repair and maintenance costs for fair wear and tear will be incurred by the Employer. All modification costs to meet a specific need of the union will be incurred by the union. Should the building become uneconomically feasible to repair or closed because of mission requirements, the Employer agrees to furnish a similar facility. Cleaning of the facility will be included in the custodial contract and will take place during normal duty hours provided a Union representative is present. The Employer will consider a request from the Union for a change of facilities.

B. The provisions in 1A above do not preclude requests by the Union for use of other installation facilities. These requests will be considered for approval on the same basis as a request from any other customer of the facility.

SECTION 2

The Employer agrees that the Union can hand receipt for furniture and equipment to furnish the building/office space provided by the Employer. Once accepted and signed for, the union is responsible for all damages caused by other than normal fair wear and tear.

SECTION 3

The Employer agrees to provide the Union with bulletin board space of not less than 2' by 2' on bulletin boards in locations mutually agreed upon by the parties. The union is solely responsible for the contents and maintenance of materials posted in the Union's designation space. In lieu of space on official bulletin boards the union, at its expense, is authorized to erect union bulletin boards in location mutually agreed upon by the parties. Such bulletin boards will be marked "Union Notices" and only the designated union bulletin boards will be used for union postings.

SECTION 4

Union officers and stewards may use available office equipment (i.e., telephones, copiers, computers, etc.) within their work areas to communicate with bargaining unit members in accordance with Article 3 Section 5, Employer officials and other agencies/individuals for representational matters, provided they are not on official duty time. (Interpretation note: The union will comply with all Agency guidelines on the use of electronic communication equipment/systems. Communications are limited to representational matters for which official time would otherwise be authorized.)

SECTION 5

The Employer agrees to provide one computer to the Union along with one generic email account and intranet capability to be used to communicate with the Employer and members of the bargaining unit on representational matters. Access to the generic email account will be determined by the union provided the employee granted access is a current Enterprise Email user (an employee with a network account, CAC card and clearance verification on file with the Network Enterprise Center). The Employer (Network Enterprise Center) will provide Information Management Officer (IMO) support (e.g., virus protection, trouble shooting, security) to ensure the government computers are compatible with Fort Buchanan standards. The Union agrees to adhere to government restrictions on the use of government computers and will be notified of any suspected misuse. The parties understand this is not to include "mass mailings" of messages to bargaining unit members, but only to individual bargaining unit members on individual matters.

ARTICLE 7

HOURS OF DUTY

SECTION 1

A. The basic work week shall be Monday through Friday, the basic work day is eight (8) hours. Exceptions may occur when mission requirements, e.g. reserve component support or deployment support, make it a sound business judgment to temporarily include Saturdays or Sundays as part of the basic work week for certain Employees.

This subsection is not intended to preclude regular Saturday/Sunday scheduling for certain functions, e.g. Police Officers, Security Guards and Firefighters, etc., which are seven (7) day a week twenty four (24) hours a day operations. The employer maintains the right to determine the permanent or rotational shift requirements of 7 day a week 24 hour a day operations based on mission requirements.

B. A meal period will be taken at approximately the mid-point of the duty day. The meal period will be 30 minutes to one hour of uninterrupted free time, and is not part of the eight (8) hours basic work day (unpaid). If the meal period is interrupted to perform work, Employees will be compensated in accordance with applicable laws and regulations. Each Supervisor will approve reasonable requests regarding scheduling and duration of meal periods. A requirement to staff the workplace during the meal period may be a consideration. Police Officers, Security Guards, Firefighters and employees working evening, night or weekend shifts are authorized a 20 minutes paid "meal in place."

SECTION 2

When the Employer determines changes in schedules are required, the Employer will normally provide fourteen days advance notice to Employees affected by such change, to the extent possible, except that advance notice of changes is not required when the agency determines that it would be seriously handicapped in carrying out its mission or that costs would be substantially increased. In any circumstances, the Employee will be given as much advance notice as possible of a change in tour of duty. Absent exigent circumstances, if the change will be in effect for more than two pay periods, the Union will be notified and afforded its opportunity to negotiate.

SECTION 3

A. Both parties recognize that the use of Alternate Work Schedules (AWS) can improve productivity and morale and provide greater service to the public. Any choice of an

alternate work schedule will be requested in writing by the Employee and mutually acceptable to the Supervisor and the Employee.

B. Both parties recognize that certain positions or organizational segments, because of the nature of the work performed, may not be suitable for alternate work schedules.

C. Employees shall be permitted to vary their work schedules as follows, subject to the provisions of Section 3.A and 3.B.

(1) Flexible Work Schedule. An Employee may establish their arrival time no earlier than 0600 and departure time no later than 1800 provided that the Employee is on duty within the core hours of 0900 to 1500 and they account for the total hours within the scheduled work day.

(2) Compressed Work Schedules (CWS) - Examples of CWS available to Employees may be:

(a) 5/4-9 Schedule - A compressed schedule which, within a pay period of ten (10) workdays, includes eight (8) nine (9) hour days, one (1) eight (8) hour day, and one (1) non-work day.

(b) The Employer may otherwise authorize any type of AWS so long as Employees account for 80 hours in a pay period and the other requirements of this article are met. Examples of other types of AWS include, but may not be limited to: flexi tour, gliding schedule, maxi flex schedule, variable day schedule, or variable week schedule.

D. Employees who are TDY or in training will be required to revert to an 8 hour day for the duration of the TDY or training. Employees who are TDY or in training for less than two full weeks will be afforded the option of changing their schedule or otherwise accounting for 80 hours in the pay period (i.e., by taking leave or reporting to work for the time each duty day that extends beyond the training).

E. Employees will not normally change their AWS more often than semiannually unless mutually agreed upon by the Employee and the Employer. The scheduled day off can be changed within a pay period by mutual agreement between an Employee and his Supervisor.

F. When a Supervisor denies a request for AWS he will notify the Employee in writing, notification will clearly establish why the requested schedule is not appropriate for the

mission, to include any specific reason(s) that the schedule has had or can reasonably be expected to cause negative impact on mission accomplishment.

G. When a Supervisor proposes to terminate an Employee's participation in an AWS, he will notify the Employee and Union, in writing, and the Union will be afforded its opportunity to negotiate pursuant to Article 5. Notification will clearly establish why the current schedule is not appropriate for the mission, to include any specific reason(s) that the schedule has had or can reasonably be expected to cause negative impact on mission accomplishment.

SECTION 4 - PREMIUM PAY

Premium pay will be paid in accordance with applicable laws and regulations.

SECTION 5 – BREAKS

Reasonable breaks will be allowed, not to exceed 15 minutes within a 4-hour work period. For non-shift workers this will normally be one break in the morning and one break in the afternoon. This will not be in addition to smoke breaks (See Article 3, Section 8). Breaks cannot be accumulated, taken in conjunction with meal periods, or used at the end of the duty day.

ARTICLE 8
OVERTIME AND COMPENSATORY TIME

SECTION 1

Overtime hours will be compensated at the appropriate rates in accordance with applicable laws and federal regulations.

SECTION 2

The Employer reserves the right to assign overtime work. Employees are required to work overtime unless excused by the Supervisor. Overtime assignments will be distributed equitably and rotated among Employees qualified and available to accomplish the overtime work required. It is recognized that certain factors may cause imbalances in the equitable distribution of overtime. When assigning overtime, the Employer agrees to consider but not be limited to the following factors:

- A. Leave;
- B. Continuity of jobs of short duration;
- C. Special project requirements;
- D. Employee qualification, such as security clearances, etc;
- E. Familiarity of Employee with work to be accomplished;
- F. Personal hardship;
- G. Seniority.

SECTION 3

Employees assigned to overtime work will be given as much advance notice as possible. To the extent possible they will be given at least 2 days notice in order to permit them to readjust personal commitments. In cases of unscheduled or unforeseen overtime requirements, it is recognized that little advance notice may be possible because of mission requirements. The Employer agrees not to assign overtime as a reward or punishment, and to relieve an Employee, upon request, from an overtime assignment if another acceptable Employee is available and willing to work. It is

recognized that the Employer has the right to determine which Employees are acceptable for an overtime assignment. Employer agrees to consider only work related criteria in making this determination. Employees will not be penalized for requesting to be excused from overtime. Any hours of overtime declined will be considered as worked, for the purpose of determining the equity of overtime distribution.

SECTION 4

Irregular or occasional overtime work which has been officially ordered and performed by the Employee on a day when work was not scheduled for the Employee, or which the Employee is required to return to his/her place of employment, is deemed at least two hours in duration for the purpose of premium pay, either in money or compensatory time as applicable, regardless of whether the Employee is required to work the full two hours. This is referred to as "call back overtime.

SECTION 5

Overtime will be paid in $\frac{1}{4}$ hour (15 minute) increments.

SECTION 6

A. Any Employee who works overtime which is either directed or suffered and permitted will be compensated in accordance with the Code of Federal Regulations (CFR) and the Fair Labor Standards Act (FLSA).

(1) Employees who are non-exempt under the Fair Labor Standards Act (FLSA) must receive overtime pay unless they request compensatory time off in lieu of payment. The decision will be made by the Employee and delivered to the Employer in writing.

(2) Employees who are exempt under the FLSA and paid at the General Schedule rate of GS-10/Step 10, and below, receive overtime compensation or compensatory time off by choice. The decision will be made by the Employee and delivered to the Employer in writing.

(3) Employees who are exempt under the FLSA and paid at the General Schedule rate that exceeds the rate of GS-10/Step 10 may receive overtime compensation or compensatory time off; however, management makes the determination.

B. The Employer, subject to mission needs, may excuse an employee from overtime if the employee has a justifiable emergency or unavoidable personal situation.

C. Employees can be solicited to volunteer to work compensatory time when overtime is not available due to budgetary constraints. Individuals will be solicited in accordance with normal overtime distribution procedures.

ARTICLE 9
DUES WITHHOLDING

SECTION 1 – ELIGIBILITY

Any bargaining unit Employee may have union dues deducted through payroll deductions. Such deductions will be discontinued when the Employee ceases to be a member in good standing of the AFGE or submits a timely revocation form under the procedures of this Article. The Employer is responsible for promptly stopping dues deductions for individuals who leave the bargaining unit.

SECTION 2 – UNION RESPONSIBILITIES

The Union agrees to:

A. Inform the Employer, in writing, of the following:

(1) The dues amount(s) and changes in the dues amounts;

(2) The names of the local union officials responsible for certifying on each Employee's authorization form the amount of dues to be withheld, and for certifying to the Employer changes in allotments; and

(3) The name and address of the payee to whom the remittance checks should be sent.

B. Promptly forward completed and certified Cancellation of Payroll Deductions (SF 1187) to the Civilian Personnel Advisory Center, LMER Officer.

C. At the time the Union receives an executed SF 1187, advise Employees that dues withholding may only be voluntarily revoked on an anniversary date of the commencement of the dues withholding.

SECTION 3 - EMPLOYER RESPONSIBILITIES

It is the responsibility of the Employer to:

A. Process voluntary allotments of dues in accordance with this article and in the amounts certified by the Union (all payroll deductions and transmittals will be made at no cost to the Union);

B. Withhold Employee dues on a biweekly basis. Payment to the union of withheld dues will be by electronic transfer of funds.

C. If the Union requires information concerning the reason allotments were stopped it may contact the payroll Customer Service Representative (CSR) and will receive a prompt response.

D. The Employer will make every reasonable effort to notify the Union of departure of Employees from the bargaining unit in advance or, when advance notice is not possible, as soon as possible thereafter.

SECTION 4 – PROCEDURES FOR WITHHOLDING

Bargaining unit members wishing to have dues withheld by payroll deduction will submit their completed SF 1187 to the Union designated officials. These officials will certify the form and include the amount of dues to be withheld. The certified SF 1187 will be forwarded to the Civilian Personnel Advisory Center, LMERO, for processing. The LMER Officer will verify that the Employee is a member of the recognized bargaining unit and forward the SF 1187 to the Customer Service Representative (CSR). Dues withholding will become effective at the beginning of the next pay period if received by the LMERO at least five workdays prior to the beginning of that pay period. Questions concerning whether an Employee is in the recognized bargaining unit will be resolved solely through consultations between the Employer and local union officials and/or through a unit clarification petition. In the event a clarification petition is filed, dues will not be withheld until the decision on the petition is final. The anniversary date for these individuals will be the date that withholding actually first occurs.

SECTION 5 – CHANGES IN DUES AMOUNTS

Any time there is a change in dues structure, the Union will notify the LMERO of the new dues amounts. The new amounts will be deducted starting the first pay period following receipt by the LMERO so long as it is received more than three work days prior to the beginning of the pay period. The notice must be signed by one of the Union officials designated to certify dues withholding forms.

SECTION 6 – REVOCATION

Employees may revoke their dues withholding only once a year, on the anniversary date of the commencement of their original allotment (which is the last day in the pay period in which the servicing payroll office began withholding dues from the Employee's pay).

Employees may revoke their dues withholding by submitting a Request for Payroll Deductions (SF 1188) to an officer of the Union within 60 calendar days prior to the Employee's anniversary date, but no later than the anniversary date. The Union will verify the Employee's anniversary date, write the anniversary date on the top of the SF 1188, initial it, and promptly turn it in to the CSR. SF 1188 not timely submitted will be returned to the Employee. Dues will be withheld for the pay period in which the anniversary date falls, and then will cease.

ARTICLE 10
LEAVE AND EXCUSED ABSENCES

SECTION 1 – ANNUAL LEAVE

A. “Family member” and “immediate relative” are defined by the Office of Personnel Management. The following relatives of employees are considered family members:

1. Spouses and their parents;
2. Children, including adopted children, and their spouses;
3. Parents;
4. Brothers and sisters, and their spouses; and

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

B. Employees shall accrue annual leave in accordance with applicable laws and regulations. The Employer and the Union agree that the Employee should attempt to schedule annual leave so as to avoid leave forfeiture. An approved absence which would otherwise be chargeable to sick leave may be charged to annual leave, if requested by the Employee and approved by the Employer. However, annual leave may not be substituted for sick leave on a retroactive basis solely for the purpose of avoiding a forfeiture of annual leave at the end of the year, unless specifically authorized by law or regulation. Annual leave will be calculated in no less than 1/4 hour (15 minute) increments.

C. The OPM-71 form will be used to document annual leave requests and approvals. Employees will request leave as soon as practicable after their need for leave is known. Supervisors will approve or disapprove Employees’ requests for leave as soon as practicable after the request but no more than 2 working days after the leave request is received by the Supervisor. When unscheduled annual leave (call in) is requested, the Employee will call the Supervisor or his designee.

D. In scheduling leave, due consideration will be given to the Employee’s wishes, consistent with workload requirements. Cancellation of scheduled “use or lose” leave will be based on installation exigency. The Commander will determine if the installation mission will suffer should the Employee be on leave. Cancellation of scheduled “use or lose” leave serves as reason for leave restoration provided the “use or lose” leave was scheduled before the start of the third bi-weekly pay period prior to the end of the leave

year as required by 5 USC 6304. Refusal to schedule “use or lose” leave is not a valid reason for leave restoration. The Employer will not unreasonably decline to schedule “use or lose” leave requested reasonably in advance of the three (3) pay period timeframe. It is incumbent upon both Employees to request and Supervisors to schedule all “use or lose” leave before the start of the third pay period prior to the end of the leave year. Supervisors will explain the necessity for cancellation of any use or lose leave which has been previously approved.

E. When there is a conflict in annual leave requests which cannot be resolved through discussion, such conflict will be resolved on the basis of the following considerations, which are listed in priority order:

- (1) Date of submission of requests for annual leave.
- (2) Seniority based on service comp date for leave purposes.
- (3) Prior leave granted for a particular day or time frame (e.g. day after Thanksgiving and Christmas week).
- (4) It is understood that seniority may not be used again in future years for use of annual leave on the same day or time frame until all other unit Employees have had an opportunity to utilize leave for the particular time frame.

SECTION 2 – ACTIVITY CLOSINGS

The Union recognizes that on certain occasions, particularly around holidays, the Employer may desire to close a particular activity or directorate. At those times, the parties will consult and, if necessary, conduct AA&P on that issue. The Employer and the Union shall work to identify a list of alternate work sites to utilize those Employees that opt not to request leave during those periods of time. Supervisors who are unable to accommodate an Employee’s request shall provide the Employee with written justification.

SECTION 3 – TRAINING HOLIDAYS/DAYS OF NO SCHEDULED ACTIVITIES (DONSA)

Employees will not be compelled to take personal leave on “training holidays,” “days of no scheduled activities (DONSA),” or “during active closures.” Upon request, they may be granted personal leave or leave without pay.

SECTION 4 – LEAVE WITHOUT PAY

The approval of LWOP is at the Employer's discretion and may be denied if it is determined to adversely impact mission and/or in situations where the employee does not follow established leave requesting procedures. Employees may be granted leave without pay at their request when approved by the Employer. It may be granted whether or not the Employees have annual or sick leave to their credit. Extended leave without pay may be approved for such purposes as education which would be of benefit to the Employer, recovery from illness or disability, or protection of Employee status of benefits pending initial decision or claims for disability retirement or injury compensation, as provided for in applicable law and federal regulation.

SECTION 5 – VOTING LEAVE

An Employee eligible to vote and who requests excusal to vote in an election, or a referendum on a civic matter in his community, may be granted excused absence as follows: up to three (3) hours, either at the beginning or end of tour of duty, providing the polls are not open at least three (3) hours before or after the Employee's scheduled tour of duty.

SECTION 6 – COURT LEAVE

Any questions concerning entitlements to court leave will be handled by the Civilian Personnel Advisory Center. If a Supervisor considers denying release of an Employee to appear in court, he will first contact the Office of the Staff Judge Advocate.

A. When an Employee is called to jury duty or summoned under subpoena as a witness in a judicial proceeding to testify in a non-official capacity in a case where the federal, state, or local government is a party, he will be entitled to court leave.

B. When an Employee is summoned to testify in an official capacity at a judicial proceeding, he will be in an official duty status. When the Employee is testifying in an official duty status, any witness fees or mileage received must be turned in to the appropriate office to preclude receiving outside compensation while in an official duty status.

C. When an Employee is summoned under subpoena or is requested to appear on behalf of a private party (to include themselves), the Employee will request annual leave/leave without pay.

D. An Employee served with a subpoena or summons in A, B, or C of this section, will bring it to the attention of his Supervisor normally within two (2) duty days following the service of the summons or subpoena to allow for scheduling.

E. Employees summoned to jury duty will be excused from work during the term of jury service, which term is determined from the date stated in the summons on which he is required to report to the court, until he is discharged by the court and will not suffer loss of pay to jury duty.

F. Normally, within one (1) duty day of receipt, written evidence by the clerk of the court of this attendance at court is required, showing the dates (and hours, if possible) of the service. If an Employee on court leave is excused from court with sufficient time to enable that Employee to return to duty for at least three (3) hours of the scheduled workday, the Employee shall return to duty unless granted appropriate leave by the Employer. Employees will request and receive approval prior to going on leave to the extent practicable, using procedures as set forth above. Failure to return to duty, or submit the appropriate written evidence, as provided above, may result in a charge to another form of leave or absence without leave.

SECTION 7 – SICK LEAVE

A. The Union and the Employer recognize the importance of sick leave and encourage Employees to conserve sick leave so it will be available to them for its intended purpose or for any extended illness or injury.

B. Sick leave, if accrued, may be granted to Employees when they are incapacitated for the performance of duty or reasons of illness, injury, for reasons contained in the Family Medical Leave Act, or other reasons as provided by law or government-wide leave regulations. Employees will request leave for medical, dental, and optical examinations or treatments with as much advance notice as possible.

C. The Employer recognizes the importance of medical appointments in ensuring Employee wellbeing. Employee sick leave request for these purposes will not be disapproved or cancelled absent mission exigency. The Employer will make every effort to not cancel preapproved leave.

D. The following procedures will be followed by Employees when requesting unscheduled or emergency sick leave:

(1) When Employees are unable to report to duty because of illness, it is their responsibility to request sick leave. Employees will follow either the agency's leave requesting procedures or the individual activity's leave requesting procedures. The Employee will personally contact his Supervisor or the Supervisor's designee within two (2) hours after the beginning of the Employee's tour of duty on the day of absence. The Supervisor will make such designations in writing in advance to include proper contact procedures. If the Employee is unable to reach the Supervisor/designee, he should leave a message requesting sick leave. When calling, the Employee will leave a phone number, if other than their home phone number, where he can be contacted. A call from someone other than the Employee is acceptable only if the Employee is physically unable to call personally.

(2) When the Employer determines that certain Employees must call in earlier because of the mission requirements of the activity, those Employees shall be notified, in writing, prior to instituting this requirement, and the deadline for calling will be as provided in the notice.

(3) When the Employee calls his Supervisor, he will explain the general nature of the illness and probable duration of the absence. The Employee will notify his Supervisor of any changes in the expected date of return by no later the next day after Employee became aware of their requested absence. The Employee is still expected to remain reasonably available for necessary telephone calls for mission requirements, which will be kept to the minimum.

(4) If the Employee's absence on sick leave is expected to be for an extended period, i.e., four days or more, the Employee will call the Supervisor utilizing the leave requesting procedures as required and advise him of his status and projected return to duty date. If the absence involves recuperation from a major illness or injury and a period of recuperation has been directed in writing by a health care provider, then such notification is not required. The Employee will provide his Supervisor with written notice from his health care provider stating the health care provider's opinion of the earliest date that the Employee may return to work and any limitations recommended by the health care provider as soon as possible but normally no later than within 15 calendar days after the date requested by the agency. Any limitations by the health care provider must be identified no later than the day the Employee returns to work (5 CFR 630.405).

E. A Health Care Provider is:

(1) A licensed Doctor of Medicine or Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations;

(2) A person providing health services who is not a medical doctor, but who is certified by a national organization and licensed by a state to provide the service in question.

F. The Employer may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence as determined by the Supervisor. Employees whose absence exceeds three (3) days may be required to furnish a medical certification or other administratively acceptable evidence. Provided the employee has not received written notification as outline in Section 7G below, an Employee's self-certification as to the reason for his or her absence will normally be accepted as administratively acceptable evidence for absences that do not exceed three (3) days and may also be acceptable, at the Supervisor's discretion, regardless of the duration of the absence. (Interpretation note: Management has the right to request medical documentation for absences of any duration.)

G. In individual cases where there is reason to believe an Employee is abusing sick leave, a medical certificate may be required to support all requests for sick leave. In the event that sick leave abuse is suspected, the Employee concerned shall be notified in writing, in advance, that all future sick leave absences will have to be supported by a medical certificate. The written notice will explain the reason why the Employee is suspected of abusing sick leave. The notification will be reviewed on each six (6) month anniversary date of its issuance. The Employer will provide the Employee a notice that the restriction is still in effect after each review. Should the Employer not provide the Employee a notice that the restriction is still in effect within 14 days after the anniversary date, the restriction will expire. While on a restriction, the Employee must provide a medical certificate within (15) calendar days after the Employer requests medical certification. Failure to submit such certificates may result in denial of sick leave for the uncertified absences and such other disciplinary action as the facts and circumstances may warrant.

H. Sick leave abuse may be defined as a pattern of excessive, regular use, such as every Monday or Friday, or after or before holidays on a regular basis, etc. These are just examples and do not represent all patterns that would be considered abuse.

Scheduled appointments are not reflective of patterns. Sick leave use, regardless of quantity, does not by itself constitute a pattern of abuse.

I. When an Employee is absent for five (5) or more consecutive workdays due to illness or injury, exposed to a contagious disease, or is directed by a health care provider, they must be cleared by the Employer's Occupational Health Clinic designee before reporting to their work site. Contagious disease means a disease which is ruled as subject to quarantine, or isolation as directed by a health care provider.

J. All food service, day care, or personnel who come into direct contact with patients or children must be cleared by the Employer's Occupational Health Clinic designee prior to returning to duty regardless of length of illness and will be afforded sufficient duty time to do so.

K. The Supervisor will ensure that each Employee is provided the appropriate point of contact and phone numbers in writing to meet the requirements of I and J above.

L. When an Employee makes a request for frequent or extended sick leave because of a medical condition, the Supervisor may require that the Employee submit administratively acceptable documentation in support of the request. The Employee will be provided written guidance about medical documentation requirements.

M. Advanced annual leave and/or sick leave may be granted in accordance with appropriate rules and regulations. Supervisors will advise Employees of the procedures for applying for leave donations upon Employee request or when an Employee requests advanced sick leave. In general, advanced sick leave is limited to 240 hours. Advanced annual leave is limited to the amount of annual leave expected to be earned in the remainder of the current leave year. It is understood that Employees do not have an entitlement to advanced annual leave.

SECTION 8 – HOLIDAYS

A. Eligible Employees shall be entitled to all holidays now prescribed by federal law and any that may be later added by law and all holidays designated by Executive Order.

B. Employees may be required to work on a holiday. Employees will be compensated for work on holidays in accordance with applicable laws and regulations.

C. Except when the head of the agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased,

the Employer agrees that all Employees required to work on a holiday will be given as much advance notice as possible and normally not less than 5 days in advance.

D. The Employer agrees that Supervisors will be strongly encouraged to approve leave requests for Three Kings Day, Good Friday, and Puerto Rico Constitution Day. Employees must submit an Office of Personnel Management (OPM) Form 71 to their Supervisor requesting leave. Approval is determined by the Supervisor. When all leave requests cannot be approved due to exigent circumstances, Supervisors will insure equitable rotation of leave among employees.

SECTION 9 – EXCUSED ABSENCES

A. Excused absences are authorized on an individual basis, except where all or part of the installation is not operating due to interruption of normal operations caused by events beyond the control of Employer or Employees.

B. Illness caused by required vaccinations or immunizations. An Employee absent because of illness resulting from administratively required vaccinations or immunizations will be excused.

C. Medical Examinations. Those Employees required by the Employer to submit to a medical examination at a Government Medical Treatment Facility to determine their continued medical fitness for duty will not be charged sick leave or other leave during this examination. If the Employer wishes to require a fitness for duty examination, it will notify the Employee, in writing, to include specific documentation requested, rationale for the request, and specific source of authorization for the request. Excused absence up to one full day will be granted for physical examinations conducted when an Employee is in normal duty status, for enlistment, re-enlistment, or induction into the armed forces when a request is supported by official notice from military authorities, IAW published agency regulations.

D. Military Leave. Employees will be entitled to military leave in accordance with applicable laws and regulations.

E. Occasional tardiness. Supervisors have the authority to excuse up to 59 minutes for occasional tardiness. When Employees are late due to circumstances beyond their control, such as unusual or unforeseen delays at the gates, they may not be charged leave. This is not an entitlement and is only available at management's discretion.

F. Blood Donations. As provided for in DoD Instruction 1400.25, Volume 630, Employees serving as blood donors may be granted an excused absence for the time necessary to donate blood, recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excusal for blood donation does not exceed 4 hours except in unusual cases.

SECTION 10

The Employer agrees to comply with the Family Medical Leave Act (FMLA). In general the FMLA provides eligible employees a total of 12 administrative workweeks (480 hours) of leave without pay (LWOP) during any 12-month period for a serious health condition of the employee, it may also be used for: (a) birth of a son or daughter and care of the newborn; (b) placement of a child with the employee for adoption or foster care, and (c) the care of the employee's spouse, son or daughter, or parent with a serious health condition. Employees may request information about FMLA eligibility from the CPAC.

SECTION 11 – BEREAVEMENT

A. In the event of a death in an Employee's immediate Family, an Employee may be granted annual or sick leave, or accrued compensatory time, to handle matters related to death and grieving. If additional time is needed, the Employee may request advanced leave or an unpaid leave of absence. An Employee may use up to 104 hours (or 13 days) of sick leave per year for sickness or death of an immediate Family member. This does not reduce any LWOP time authorized under the FMLA if the Employee meets FMLA eligibility requirements.

B. When a memorial is held on post during Employee duty hours, Employees may be released to attend without charge to leave, subject to Supervisory approval, mission permitting.

ARTICLE 11
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1

A. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, color, race, religion, sex, national origin, genetic information, disability, and reprisal for engaging in EEO protected activity; and to promote the full realization of equal employment opportunity through a continuing affirmative action plan. The Employer will post the name, location and phone number of the servicing EEO Officer on official bulletin boards and annually announce the information through global email.

B. The parties agree that no Employee who utilizes the EEO system will be subject to retaliation. The law provides that "No person shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act (Title VII) (42 U.S.C. §2000E), the Age Discrimination in Employment Act (ADEA) (29 U.S.C. §621), the Equal Pay Act (29 U.S.C. §206d) or the Rehabilitation Act (29 U.S.C. §791) or for participating in any stage of administrative or judicial proceedings under these statutes." 29 C.F.R. §1614.101(b)

SECTION 2

The Employer agrees to process all formal discrimination complaints made by Employees in accordance with 29 C.F.R. Part 1614.

SECTION 3

The Employer recognizes that discussions of EEO complaints are formal discussions when they meet the criteria of 5 USC 7114(a) (2) (A), such as when they involve an Employee and one or more representative of Management discussing settlement of the Employee's complaint. Negotiated settlement agreements that affect Bargaining Unit Employee working conditions are subject to bargaining with the Union according to Article 4 of this agreement.

SECTION 4

The Employer will consider and act on Employee requests for reasonable accommodation promptly. The Employer will consider comments and recommendations the Union may provide. The Union will have 30 days to make these

comments and recommendations. Name and contact information of the Employee requesting reasonable accommodation will not be released to the Union unless the Employee has, in writing, designated the Union as his/her representative in the matter. (Interpretation note: In order to ensure compliance with the Health Insurance Portability and Accountability Act (HIPPA) and to provide this information to the Union, the Union must first provide to the Employer a written designation from the Employee that he/she has authorized the Union to receive this information on his/her behalf.

SECTION 5

The Employer will inform Employees at least annually by posting on the appropriate webpage, e-mail distribution or hard copy, their right to seek EEO assistance and related time frames. Employees will not be discouraged or impeded from seeking EEO assistance, and will not suffer adverse consequences for doing so.

SECTION 6

An Employee, at his option, may file a grievance under the provisions of this Agreement or an EEO complaint under the EEO complaint procedures, but cannot file under both. The Employee is considered to have elected a remedy when he has proceeded to the formal stage of an EEO complaint or submitted a 2nd step grievance under the grievance procedure.

SECTION 7

At any stage in the process of an EEO complaint, the Employee shall have the right to be accompanied, represented and advised by a representative of his choosing. The Employee also has the right to present the complaint without representation. All designations of representation will be conveyed to the Employer in writing. Meetings which meet the criteria of formal discussions under 5 USC 7114(a) (2) (A), remain so in the EEO process. Generally, meetings at the informal stage of EEO are not formal discussions.

SECTION 8

Where the Employee has designated a representative in writing, all correspondence on the complaint from the Employer will be directed to the representative with a copy furnished to the complainant.

ARTICLE 12
HEALTH AND SAFETY

SECTION 1

A. The Employer agrees to furnish to Employees places and conditions of employment that are free from recognized hazards that are causing or are likely to cause death or serious physical harm. The parties recognize that certain missions or circumstances may involve inherent risk that can only be minimized. Standards used by the Employer will be consistent with the applicable requirements of 29 U.S.C. 668 et seq. (the Occupational Safety and Health Act of 1970), Executive Orders, laws or regulations which are applicable to the Employer's operations. Employees are responsible for performing their work in a safe manner and will promptly report to their Supervisor(s) any observed unsafe conditions.

B. Nothing herein will prevent the Union from initiating additional negotiations to address safety, health, or wellness during the life of this Agreement for issues not covered by this Agreement.

SECTION 2

A. Safety records will be maintained by the Employer as required by law or government-wide regulation. Safety records will be made available to involved Employees at their request to the extent not prohibited by law.

B. The Employer agrees to compile and maintain occupational injury and illness records required by law or government-wide regulations and provide copies of those records to the affected Employees upon request to the extent not prohibited by law.

C. The Employer shall promptly forward to the Union all investigative reports of accidents and imminent danger involving Employees. The report shall conform to the requirements established by applicable regulation (currently 29 CFR 1960.29).

SECTION 3

Employees will notify the appropriate Supervisor of all accidents and injuries as soon as practicable. The on duty injury must be identified by the time and place of injury, the specific body part involved, and the specific duty function at the time of the accident. If known, Employees will also provide the names of all witnesses to the accident.

SECTION 4

When the Employer requires the use of and/or wearing of personal protective equipment (PPE), the specified items shall be furnished to Employees at no cost and shall be used for official purposes only. The Employer will provide Employees with required PPE as determined by safety and/or health professionals in accordance with applicable guidelines. The PPE will be replaced when the existing PPE is deficient as determined by the Supervisor. Disagreements between Employees and Supervisors will be referred to safety and/or health professionals. Employees will use and maintain the PPE provided and submit deficient items as soon as possible after the item becomes deficient to the Supervisor for serviceability evaluation and replacement. If the PPE is lost, damaged, or destroyed other than through fair wear and tear, then the provisions of AR 735-5 apply. All personal PPE purchased by Employees must meet required safety and health standards, conform to the type of PPE required for the job as determined by safety and health professionals, is subject to inspection by the Supervisor and safety and/or health professionals, and must be maintained by the Employee. The Employer also agrees to provide serviceable safety equipment other than PPE as may be required. The Employee will report identified/recognized deficiencies to Employer for appropriate action. The Employee will wear all PPE identified as required and issued by the Employer.

SECTION 5

A. The Employer agrees that no Employee will be subject to restraint, interference, coercion, discrimination or reprisal for reporting unsafe or unhealthy working conditions or for participating in the Employer's occupational safety and health program activities.

B. The parties encourage Employees to comply with established safety and health standards and work practices, and emphasize the responsibility of every individual to perform their duties with due regard for their safety and that of their co-workers.

SECTION 6 – IMMINENT DANGER

A. Employees shall report imminent danger situations expeditiously. The Employee has a right to decline to perform his assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious harm coupled with the reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. If the Supervisor believes the condition or corrected condition does not pose an imminent danger, then the Supervisor or Employee may request an inspection by the agency

safety office. The Employer may discipline an Employee who knowingly makes a false claim of imminent danger to avoid performing his duties.

B. If the conditions cannot be immediately corrected, Employees will be assigned work in a safe and healthy area.

SECTION 7

A. There will be no application of insecticides, carpet glue, HVAC cleaning agents, paint, or other like construction or maintenance chemicals during work hours in enclosed spaces occupied by Employees without prior notification to the Union and affected Employees, normally at least 3 days in advance but no later than the day of application.

B. Employees with special health needs affected by the application of insecticides, carpet glue, HVAC cleaning agents, paint, or other like construction or maintenance chemicals will be reasonably accommodated in accordance with this Agreement until conditions return to normal.

SECTION 8

A. An Employee suffering an on-the-job injury that results in absence from duty over an extended period of time should contact the CPAC to obtain information on pay options available under the Federal Employees Compensation Act.

B. The CPAC will provide timely assistance on form preparation and proper submission for Workers' Compensation Claims.

SECTION 9 – ERGONOMICS

A. When requested in writing, the Employer will provide an ergonomic survey of a work area where repetitive tasks are performed and the employer will provide recommendations for ergonomic improvement, if any are identified. The requests for and the survey results will be forwarded through the directorate head or activity chief. A copy of the survey results will be provided to the Union, and affected Employees will be provided copies upon request. The Employer agrees to consider and make appropriate adjustments, within available resources, identified by the surveys, and to take into consideration the input of the Employees. If budgetary parameters prevent immediate implementation of these adjustments, an unfinanced requirement will be initiated and appropriate accommodation will be made for the Employee pending execution of the

Unfounded Requirements (UFR). Individual cases of medical need requests, as substantiated by written documentation from a health care provider or the Occupational Health Clinic, will be conducted within thirty (30) days. Nothing in this section is meant to preclude resolution of perceived hardship through other means, such as resolution by the Supervisor upon identification of the problem by Employees.

B. The Employer will institute an on-going effort to reduce injuries resulting from repetitive movement by:

(1) Making information and training as appropriate available to Employees concerning how to reduce and eliminate the incidence of repetitive movement injuries;

(2) When furnishings are replaced or initially purchased, the Employer will strive to provide appropriate ergonomic furnishings;

(3) Facilitating the reporting of injuries caused by work-related repetitive movement;

SECTION 10

Employees will not be subjected to medical examinations and testing except as authorized by law and regulation.

SECTION 11

An Employee who has a complaint concerning unsafe or unhealthy working conditions may file a grievance IAW the negotiated grievance procedures.

SECTION 12 - RENOVATION & CONSTRUCTION

In addition to the provisions of Section 7, the Employer shall consider the following to minimize impact on Employees when possible:

A. Isolate areas of significant renovation, painting, carpet laying, etc., from occupied areas that are not under construction;

B. Perform this work during evenings and weekends; and

C. Ensure adequate ventilation during and after completion of work.

SECTION 13

The parties agree that a Union Official will participate as a member of the Garrison Safety Council. Participation in the Safety Council will not count against the union's block official time.

ARTICLE 13 **LIGHT DUTY**

SECTION 1

When an Employee's Health Care Provider recommends light duty following an on or off the job injury, the Employee will provide adequate medical documentation to the Supervisor. Normally, adequate medical documentation includes identification and expected duration of any restrictions relevant to job duties. If the Employer determines that additional information is needed in a specific case, it will tell the Employee what specific information is needed. Upon receipt of medical documentation, the Supervisor will make all reasonable efforts to assign the Employee to light duty within the Employee's section or other work area, and will promptly notify the Employee of the request and its disposition. Changes to working conditions, as a result of light duty assignments, may trigger bargaining obligations. Supervisors will ensure the Employee clears the Occupational Health Clinic to verify physical limitations. Both parties will insure that they respect the confidentiality of medical information in accordance with applicable laws and regulations.

SECTION 2

Both parties recognize that light duty assignments cannot continue indefinitely. In addition, both parties recognize that if an Employee is permanently disabled or his medical authority is unable after a reasonable period to determine how long the temporary disability will exist, appropriate action will have to be taken. In the event that the Employer does not have a suitable limited duty or light duty assignment at the Employee's work site, the Employer will make good faith efforts to locate an acceptable assignment at a comparable grade of pay. If the Employee is not offered light duty, confirmation will be given to the Employee in writing by his Supervisor after verifying with CPAC that all light duty opportunities have been explored.

SECTION 3

Both parties recognize that light duty opportunities are limited and people who have suffered on the job injuries or illnesses will receive priority consideration. This being said, all light duty assignments will be administered fairly and equitably.

SECTION 4

The above provisions shall not be interpreted to continue a temporary Employee in his position beyond his appointment NTE date.

ARTICLE 14
PRINTING AND DISTRIBUTION OF THE AGREEMENT

SECTION 1

The Employer agrees to print at no cost to the Union sufficient printed copies of this agreement for the number of Bargaining Unit Employees employed on the effective date of this agreement. The Union will be provided 50 printed copies. Distribution of the agreement to bargaining unit members is the responsibility of the Union. The agreement will be available electronically and posted on the Fort Buchanan intranet website.

SECTION 2

The Union shall have the right to approve the proof copy prior to going to press and shall initial the proof for record purposes.

SECTION 3

For historical purposes, the Employer and the Union shall sign one (1) record copy of the agreement.

SECTION 4

Upon request, the Union may conduct up to three two-hour briefings on the collective bargaining agreement for the purpose of helping the Employees understand the basic terms of the agreement. These briefings must take place within 120 days of the signing of this agreement. Employees, at their option, will be permitted to attend one of these briefings on duty time. Thereafter and upon request, the Union may conduct one two-hour briefing annually for Employees who have not previously attended.

SECTION 5

Upon request, the Union will be afforded time at work force town hall meetings to address this Agreement. The provisions of this Article are not meant to preclude the Union from meeting with Employees in specific work sections to discuss the Agreement.

ARTICLE 15

TRAINING

SECTION 1

The Employer will provide Employees with training and development opportunities which will enable the Employees to do their work effectively, to include training on new equipment. Such opportunities will be based on the best interests of the Department of the Army (e.g., budget, staffing, workload). Employees' desires and requests for training may be considered, mission permitting. Training will be assigned taking into account such things as mission requirements, relevancy to position and training needs.

SECTION 2

The Employer and the Union recognize that training of Employees is essential to efficient operations. Therefore, the Parties agree to encourage all Employees to take advantage of available and recognized training and educational opportunities identified and offered related to their position. Upon the Employees' request, the Employer agrees Employees may enroll in mutually agreed upon job-related web based/correspondence courses. The Employee is authorized access to Supervisor approved training using a government computer. If the training is directly related to the full performance level of the employee's current duty position, duty time for completion of the courses will be authorized. If the training is optional for the employee's current position or is for the employee's personal growth, duty time for completion of courses will be at the discretion of Supervisory officials.

SECTION 3

Employees will be provided sufficient duty time to complete mandatory training, as well as access to government computers for online training. Mandatory training will be identified in writing to Employees and the Union on an annual basis.

SECTION 4

Employees may be excused upon request when training contains graphic material or sensitive subjects upon approval by the Supervisor (e.g., suicidal prevention, battle related, human trafficking, etc.).

ARTICLE 16
SUBSTANCE ABUSE/TESTING

SECTION 1

The Employer and the Union agree that substance abuse is serious and treatable and that rehabilitation of substance abusers is in the public interest. The Employer agrees that administration of its Alcohol and Substance Abuse Prevention and Control Program (to include drug testing) will be done in compliance with law and appropriate regulations. Both the Employer and the Union strongly support the goal of a drug-free work place.

SECTION 2

The Employer and the Union agree that they are not concerned with an Employee's use of legal substances except as it affects the Employee's performance, attendance, interpersonal relationships at work, or the efficiency of the service. This is not meant to preclude informing Employees of the availability of Civilian Counseling Services at any time. Neither the Employer nor the Union condones Employee drug activity which is contrary to law. In cases where misuse of licit or illicit substances impairs an Employee's job performance, appropriate administrative procedures and action may be taken.

SECTION 3

No Employee will have job security or promotion action jeopardized by a request for counseling or referral assistance except in certain instances in which the Employee occupies a sensitive position. Following the request, should the Employer determine that the sensitivity of a position is so great that an incumbent substance abuser could have an adverse effect on safety, security, or other compelling factors, the individual will be assigned appropriate duties, temporarily detailed, or may be granted leave for rehabilitation purposes. Nothing in this section is to be construed as adversely affecting the Employer's right to take appropriate action based on an Employee's poor job performance or misconduct.

SECTION 4

The Employer and the Union recognize the need of the substance abuser for assistance and are committed to assisting interested Employees to find such assistance. The Employee(s) shall be afforded the right to have a Union representative present at substance abuse counseling by a Supervisor, when requested by the Employee.

SECTION 5

Drug and alcohol records of Employees will be kept strictly confidential, in accordance with public law and appropriate regulations.

SECTION 6

The Employer and the Union encourage Employees who suspect they may have substance abuse or other personal problems to voluntarily seek assistance and information as early as possible. Employees will not suffer adverse consequences for seeking assistance. (Interpretation note: Management has the right to take any appropriate action to include a disciplinary action against an employee for reasons unrelated to their seeking counseling or referral with the EAP or to delay an action upon an employee's request for rehabilitation.)

SECTION 7

In the event that drug testing is required (other than random sampling of Employees in the drug testing program), the Employer shall inform the concerned Employees(s) in writing, of each of the following:

- A. Reasonable suspicion used to justify the testing;
- B. Of the opportunity for the submission of supplemental medical documentation to support the legitimate use of a specific drug;
- C. Of the availability of assessment and referral services available through the Army Substance Abuse Program, Employee Assistance Program Coordinator to which he can voluntarily submit to at any time, including after the test and prior to the return of the results, without reprisal;
- D. The right to Union representation concerning the matter after the test is imposed is subject to limitations imposed by law, rule, or regulations.

SECTION 8

If the Employee is not in a testing designated position (TDP) subject to random drug testing, the Employee may be tested only if there is reasonable suspicion of the

Employee being under the influence of a drug or intoxicating substance while in a duty status.

SECTION 9

The Employer agrees that the results of a confirmed positive drug test (after confirmation by the Medical Review Officer) may result in a number of management decisions or options; these may include, but are not limited to, leaving affected Employees in their assigned positions, temporarily assigning such Employees to other duties, placing Employees on administrative leave, placing Employees in some other appropriate status, or initiating disciplinary action up to and including removal. Employees who are assigned to other positions or granted administrative leave may be returned to their original position following successful completion of an appropriate treatment program and determination that the Employee no longer poses a danger to health, safety or security.

SECTION 10

Employees whose tests have been confirmed as positive will be notified in writing of the opportunity to be referred to the Employee Assistance Program services for assessment and referral. If the Employee chooses to participate in the program, the Employee will be subject to unannounced testing only during the period of treatment. After treatment is completed, the Employee will be subject to testing only as otherwise required for his position.

SECTION 11

The Employer will strive to place an Employee, after successful completion of rehabilitation, in the same or similar position occupied before the problem occurred unless sound reasons exist for alternate assignment.

SECTION 12

Regardless of the test results, the Employee has a right to receive, upon request, copies of all records and related documentation concerning the drug abuse test.

ARTICLE 17
REDUCTION IN FORCE

SECTION 1

This article is intended to establish and describe procedures the Employer will take in the event of a reduction-in-force. It is also intended to establish a balance to protect the interests of Employees while allowing the Employer to exercise its rights and duties in carrying out the mission of the agency.

SECTION 2

The policy, procedures and terminology established in this article are to be interpreted in conformance with 5 USC, 5 CFR, and appropriate implementing regulations.

SECTION 3

Where the Employer is left discretion in choosing a course of action in any matter covered in this article, the action will be a subject of AA&P negotiations in accordance with Article 4, Section 1 A.

SECTION 4

For purposes of this agreement Reduction-in-Force (RIF) shall have the following meaning in accordance with 5 CFR 351. RIF means the release of a competing Employee from his competitive level by:

- A. Separation;
- B. Demotion;
- C. Furlough for more than 30 consecutive days, (or more than 22 work days if done on a non-continuous basis). (See also furlough-specific provisions of this Agreement.)
- D. Reassignment requiring displacement when the release is required because of:
 - (1) Lack of work;
 - (2) Shortage of funds;

- (3) Insufficient personnel ceiling;
- (4) Exercise of re-employment rights or restoration rights;
- (5) Reclassification of an Employee under circumstances described in 5 CFR 351.201.

SECTION 5

From the time when it becomes apparent that a reduction in force may be necessary, the Employer will keep the Union and Employees informed. The Employer and Union agree to support actions which will mitigate a potential RIF, to share any ideas for such actions, and to implement those ideas that are feasible. If RIF becomes necessary, the Employer agrees to notify the Union of reasons RIF is proposed, approximate number and types of positions affected, proposed effective date of the action, and to provide an opportunity for the Union to negotiate on behalf of the affected Employee(s). As the RIF planning proceeds and more specific information becomes available, the Employer agrees to share RIF information with the Union promptly. The Employer further agrees to provide specific and, if applicable, general RIF notices to the Union concurrent with issuance to Employees.

SECTION 6

All Employees in the RIF area will be provided the opportunity to review data elements from the automated system (MODERN or subsequent) which impact RIF standing/placement and to submit corrections which will be posted prior to the RIF.

SECTION 7

Registers and other records concerned with the reduction in force will be maintained for inspection in the CPAC. Employees and their representatives will be permitted to inspect not only the register for their own competitive level, but also other registers and records which have a bearing on reduction in force actions in their specific case. The Employer shall make available for review a copy of all retention registers affecting Employees simultaneously with the issuance of the RIF notices to affected Employees. (Interpretation note: Documents containing information protected by the Privacy Act of 1974 and/or 5 C.F.R. Part 297, as amended, may only be released in accordance with the requirements of the law and government-wide regulations, including sanitized versions, as required.)

SECTION 8

RIF's will be administered in a manner which will affect the necessary reductions in personnel strength with a minimum of disruption to the mission and of dislocation of Employees.

SECTION 9

RIF procedures do not suspend the Employer's authority and responsibility to take other legitimate actions in accordance with law, such as reassignment, change of duty station, or a change to lower grade.

SECTION 10

Funded vacancies within the competitive area will be used in lieu of RIF, to satisfy Employee's RIF assignment rights, or in lieu of RIF separation.

SECTION 11

Employees who receive a notice of separation who are nearly eligible for retirement may be allowed to use accumulated annual leave to use a maximum of 90 calendar days in order to become eligible for an immediate annuity. This will allow Employees to remain on the employment rolls beyond the date of the RIF if they become retirement eligible before their annual leave runs out.

SECTION 12

If two or more vacant positions are equal in terms of representative rate, the CPAC will determine the position to be offered, considering the medical and physical condition of the Employee and Employee preferences when determining placement suitability.

SECTION 13

Materials submitted to the CPAC for inclusion into an OPF prior to an established date (publicized at least two weeks in advance) will be considered in determining placement rights.

SECTION 14

Prior to a RIF, the CPAC will approach serviced commanders in other competitive areas within the commuting area to request that they consider using their funded vacancies to place affected Employees.

SECTION 15

Qualifications may be waived in offering vacant positions to Employees (except required minimum education requirements), when in the opinion of the Civilian Personnel Advisory Center or the Commander, the Employee has the capacity, adaptability, and special skills needed. Both parties support the goal of maximizing Employee retention by waiving qualifications when appropriate.

SECTION 16

Nothing in this article is intended to waive the Union's existing bargaining rights. The parties agree not to renegotiate existing provisions of this article.

ARTICLE 18
PERFORMANCE APPRAISALS (TOTAL ARMY PERFORMANCE EVALUATION
SYSTEM (TAPES))

SECTION 1

A. The TAPES will be administered in accordance with applicable laws and regulations. The Employer agrees to operate a performance appraisal system that is fair and as objective as possible.

B. The Employer agrees to utilize the Total Army Performance Evaluation System (TAPES) (AR 690-400) for evaluating all bargaining unit Employees. All Employees grade GS-8 and below will receive a performance appraisal utilizing the Base System. All Employees grade GS-9 and above will receive a performance appraisal utilizing the Senior System.

C. In order to ensure that the TAPES system is effectively utilized, the Employer will make available appropriate training, orientation, and/or assistance for Supervisors, Raters and Employees. Such training, orientation, and/or assistance will be made available to new Supervisors, Raters and Employees within the first three months of assignment. Both parties encourage all personnel to develop their understanding of the system through attending offered training, on-line courses and actively seeking available assistance.

D. DEFINITIONS:

(1) "Critical elements" means a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an Employee's overall performance is unacceptable. All critical elements to be used for performance appraisals will be directly related to the Employee's assigned duties, and communicated to the Employee at the beginning of the rating period or whenever elements or expectations change during the rating period. Employee critical elements that are the same as those of other Employees will be applied fairly.

(2) "Performance Standards" means the management-approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A performance standard may include, but is not limited to, quality, quantity, timeliness, and manner of performance. Application of

Employee performance standards shall be fair and equitable, and consistent with regulatory requirements.

E. Prior to receiving their performance plans, Employees will be provided an opportunity and encouraged to participate in the establishment of their performance standards. Rating officials will give serious consideration to suggestions made by the Employees and will consider Employee input when determining objectives, responsibilities and standards. Raters will ensure that performance plans are in place within 30 days from the beginning of each rating period. Senior system Employees are expected to prepare and submit their significant accomplishments near the end of the rating period. Raters will conduct formal performance related discussions at both the beginning and approximate mid-point of each rating period.

F. If circumstances affecting the work situation arise during the performance period, expectations of performance for the remainder of the period should be added, deleted or modified in the performance plan as appropriate. An approved performance plan must be in place for at least 120 days for an Employee to receive a rating. If the Employee's performance plan is not in place for at least 120 days when the rating would normally be due, the Supervisor will consult the TAPES regulation to determine the appropriate course of action.

G. Raters will make allowances for those factors which are beyond the direct control of the Employee and have caused the Employee not to fulfill a specific performance objective or responsibility. The Ratee will inform the Rater of each circumstance which the Ratee believes prevents the successful accomplishment of standards/ responsibilities/objectives due to reasons beyond his control. This will be accomplished as soon as practicable when the situation occurs. The information will be provided in writing and will be initialed and dated by the Rater and Ratee.

SECTION 2 – RATING SYSTEM

	BEGINS	MID-POINT	ENDS
GS-13 and above	1 Jul	Dec	30 Jun
GS/WS/WG 9-12	1 Nov	Apr	31 Oct
GS/WS/WG 7-8	1 Feb	Jul	31 Jan
GS 6 and below, WG/WS/WL	1 Apr	Sep	31 Mar

SECTION 3 – VALUES

The "values" portion of TAPES is a "mechanism for discussion between Supervisor and subordinate of Army personal values and ethics, such as commitment, competence, courage, loyalty, duty and integrity. These personnel values and ethics do not become part of an Employee's summary rating, but are used for discussion purposes only" (Appendix C, Chapter 4302, AR 690-400).

SECTION 4 – FORCED DISTRIBUTION

Supervisors may not prescribe a distribution of rating levels. Ratees must be rated against written, communicated performance expectations and not ranked among others.

SECTION 5 – COUNSELING

A. Performance appraisal of an Employee is a continuing process. Face to face counseling is mandatory for all Employees. Informal discussions are a standard part of supervision and should occur throughout the annual assessment period.

B. Rating officials will give Employees a mid-point counseling session during the rating period and any other times that needs arise. The midpoint counseling session will be conducted during a window defined as the rating period midpoint. At any time the Employees' overall performance falls into the needs improvement or fails rating category, the Employee will be so informed in writing.

C. During counseling sessions, the Ratee will be informed of their level of performance to date by comparison with their documented performance standards and responsibilities/objectives established for their position. When applicable, the Ratee will be provided guidance and advice as to how to improve their work productivity. Highlights of discussions pertaining to performance must be recorded on appropriate performance plan and initialed by both the Rater and the Ratee. Any written input provided by the Ratee will be discussed, initialed by the Rater and the Ratee, and attached to the plan. The initialing will constitute neither agreement nor disagreement with the content of that recorded or attached; it will simply indicate that both parties were made aware of the content and did discuss the issues.

SECTION 6 - IMPROVING PERFORMANCE

A. The Employer agrees to assist Employees in improving performance and to provide them reasonable opportunity to demonstrate acceptable performance. If a performance problem arises, the Employer and Ratee will meet to identify the specific problem to attempt to identify the root cause.

B. If performance is determined to be the issue, the first steps taken will be corrective in nature and include counseling sessions. One of these counseling sessions will be in writing notifying the Ratee that performance is unacceptable, identifying both the specific deficiency(s) and the documented responsibilities/objectives/standards which the Ratee fails to meet. This document will include guidance on how to raise his performance to an acceptable level. These corrective steps may include constructive assistance, remedial training, and closer supervision, as appropriate. The Employer agrees to use these steps to assist Employees in performance improvement prior to taking other appropriate actions and is not precluded from initiating disciplinary action in those situations where the employee's performance leads to inappropriate conduct related issues.

C. In the event the Ratee continues to perform at an unacceptable level despite steps taken above, the Rater will:

(1) Inform the Ratee, in writing, of continued failure in specific responsibilities, objectives or performance standards prior to issuing a Performance Improvement Plan (PIP).

(2) Issue a PIP which clearly states what the Employee must do to improve from "Fails" to "Needs Improvement" for specific responsibilities, objectives or performance standards. The plan will also identify the assistance the Employer will provide, appropriate to the Ratee's situation, which may include but is not limited to formal training, on the job training, counseling and closer supervision. This plan shall also identify what is required to improve from the current level to a Success Level since it is recognized that the goal is to get all Employees up to a Level of Success. Specific responsibilities, objectives, or performance standards not initially addressed in the PIP will not be added, but may be addressed in a separate PIP.

(3) Not hold the Ratee accountable for work not completed during an excused period of absence.

(4) Inform the Ratee that failure to achieve and sustain an acceptable level of performance may result in denial of within grade increase, reassignment, reduction in grade, or removal.

D. The primary purpose of the performance improvement period is to help the Employee improve, rather than for the Supervisor to accumulate documentation as the basis for a future performance-related adverse action. Placing the Employee on 100% performance review, by itself, does not equate to appropriate assistance.

E. At any time during the performance improvement period, the rating official may conclude that assistance is no longer necessary because the Employee's performance has improved to at least the necessary level as defined in the PIP. The rating official will notify the Employee of this determination in writing. The Employee must maintain the acceptable level of performance for a specified period after the PIP.

F. If, following the performance improvement period, the rating official is unable to make an assessment as to whether the Employee is successfully performing his critical job duties and responsibilities; the rating official will inform the Employee in writing of the determination. In that case, it is appropriate to extend the assistance period until an assessment can be made, consistent with law.

G. After attempting to improve performance through the steps above, the Employer may, at its discretion, propose to the Employee a reduction in grade to the same or different job series or propose removal. If the Employer proposes to reduce in grade or to remove the Employee, he is entitled to 30 days advance written notice, representation in the matter, a reasonable reply period, and a written decision. The employee may appeal their removal or reduction in grade to the Merit System Protection Board or use the Negotiated Grievance Procedure, but not both.

SECTION 7 – SIGNATURES

The Ratee will be the last to sign the evaluation. The completed evaluation will reach CPAC within 45 days following the close of the rating period. Ratees within the Senior System are encouraged to provide written significant contributions to their Rater promptly within the time frames established.

SECTION 8 – SELF-ASSESSMENTS

The results of Employee self-assessments, such as training needs assessments, will not be used in performance evaluations.

ARTICLE 19
MERIT PROMOTION & INTERNAL PLACEMENT

SECTION 1

A. This Employer's merit promotion and internal placement system shall comply with 5 USC 2301(B) and 5 USC 2302(B) and regulate the filling of bargaining unit positions by means of fair and equitable procedures.

B. This system shall be administered by the Employer so as to enable individuals to be evaluated and considered according to their merit and ability.

ARTICLE 20
DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1

A. Employees may not be disciplined except for such reasons as will promote the efficiency of the federal service as provided in 5 U.S.C. Chapter 75. When an Employee's misconduct, on or off duty, impedes the efficiency of the service, appropriate disciplinary actions may be taken.

B. The concept of progressive discipline, which is designed primarily to correct and improve Employee conduct, will guide supervisors in making decisions regarding discipline. A common pattern of progressive discipline may include reprimand, suspensions, and removal. Any of these steps of progressive discipline may be bypassed when the severe nature of the behavior makes a lesser form of discipline inappropriate, or when required or mandated by a law or regulation, such as the Table of Penalties in AR 690-700.

SECTION 2

A. The Employer agrees that all disciplinary actions shall be handled in an expeditious manner after the Employer has become aware of the alleged misconduct.

B. If a formal discussion is to be held when a disciplinary action is to be given; the Supervisor will notify the Union prior to the start of the discussion and afford it the right to attend.

C. The Employer will provide the concerned Employee upon request a copy of the material used to support the action which is furnished to the deciding official at the same time as the written notice. Any material not disclosed will not be used by the Employer to support its reasons in the notice. Any new evidence which will amend or create a new allegation or reason for the proposed action will require a new proposed action if such evidence is to be relied upon. This does not prevent the deciding official from gathering additional information to verify or refute information contained in the packet or provided by the Employee.

SECTION 3 – DEFINITIONS

A. Formal disciplinary actions include written reprimands and suspensions for 14 days or less.

B. Adverse actions include removal, suspension for more than 14 days, reduction in grade or pay, and furlough for 30 days or less.

C. Furlough is the placement of an Employee in a temporary non-duty and no pay status for 30 calendar days or less (22 workdays).

D. Suspension is an action which places an Employee for disciplinary reasons in a non-duty/non-pay temporary status.

E. Removal is an involuntary separation of an Employee from federal service.

F. An indefinite suspension is an adverse action that takes an Employee off duty until the completion of some on-going inquiry. The indefinite suspension continues for an indeterminate period of time and ends with the occurrence of the pending conditions set forth in the notice of action which may include the completion of any subsequent administrative action.

SECTION 4

Employees who may be suspended from duty without pay or removed from the federal service under the provisions of 5 U.S.C. Chapter 75 and who are subject to the provisions of that chapter will be given advanced notice of the proposed action. The Employee, at his option, may provide an oral or written reply or both. The Employee may be represented at the reply by a representative of his choice, provided the representative consents to representing the Employee. Grievance or appeal rights of the Employee will be included in the notice of decision. This notice will refer to AFGE Local 2614, the Union's building number, the telephone number, and the name of current Union President.

SECTION 5

Counseling and warnings will be conducted privately and in such a manner as to minimize embarrassment to the Employee. Bargaining Unit Employees will be subject to disciplinary or adverse action only for sufficient cause and to promote the efficiency of the service.

SECTION 6

A. The Employer will administer disciplinary and adverse action procedures and determine appropriate penalties to all Employees in a fair and equitable manner. Normally the deciding official will be at a higher level of management than the proposing official.

B. Disciplinary and adverse actions will not be based solely on anonymous or unattributed allegations, such allegations will be considered unfounded unless otherwise supported.

SECTION 7

Prior to issuing any proposed disciplinary or adverse action, the Employer will conduct fact-finding to determine whether such action is warranted. Supervisors will be reminded that Weingarten Rights may apply during fact-finding investigations (See Article 4, Section 4). Depending on the circumstances and scope, this fact finding may include the following:

- A. Interviews;
- B. Signed statements;
- C. Supporting documentation and information;
- D. Investigation to reconcile any conflicting information.

SECTION 8

Supervisors will not compel statements from Employees regarding possible criminal conduct without first coordinating with the Office of the Staff Judge Advocate.

SECTION 9 – SHORT-TERM SUSPENSIONS

An Employee against whom a suspension for 14 days or less is proposed is entitled to:

- A. At least 30 days advance written notice. The notice will state the reasons for the proposed disciplinary action, with sufficient detail to enable the Employees to understand the reasons for the actions;
- B. The Employee may respond orally and/or in writing within 10 days from receipt of the notice, and may furnish affidavits and other documentary evidence in support of his

response. The Employee will be provided reasonable duty time for reviewing the evidence relied upon to support the proposed action, and for preparing and making a written and/or oral reply. The Employee may be granted an extension of the reply period, if the Employee:

(1) Requests such as extension in writing prior to the expiration of the initial response period; and;

(2) Provides demonstrated and valid reasons for requiring such an extension.

C. When making a response, an Employee is entitled to be represented by a lawyer or other representative. If the Employee is represented by the Union, the Employer agrees to furnish a copy of the decision to the Union simultaneously with that provided to the Employee.

D. After receipt of the written and/or oral response, or the termination of the notice period, whichever comes first, the Employer will issue a written decision to the Employee and to the Union, which shall include a statement of the Employee's right to grieve as provided for in his agreement. Disciplinary and adverse actions will be based on reasons specified in the advance notice.

SECTION 10 – REMOVAL, SUSPENSION FOR MORE THAN 14 DAYS, REDUCTION-IN-GRADE, REDUCTION-IN-PAY, AND FURLOUGH OF 30 DAYS OR LESS

A. The Employee against whom an adverse action is proposed is entitled to a 30 day advanced written notice, stating any and all reasons, specifically and in detail, for the proposed action unless the crime provision is invoked or the circumstances described in 5 C.F.R. 752.404(d)(2) exist.

B. The Employee may respond orally and/or in writing within 10 days from receipt of the notice, and may furnish affidavits and other documentary evidence in support of his response. The Employee will normally be granted an extension of the reply period, if the Employee:

(1) Requests such as extension in writing prior to the expiration of the initial response period; and,

(2) Provides demonstrated and valid reasons for requiring such an extension.

The reply period does not apply where the Employer takes an action pursuant to the crime provision or where there is an emergency furlough.

SECTION 11 – MEDICAL CONDITIONS

An Employee who wishes consideration of any medical condition that may contribute to a conduct, performance or leave problem shall be given a reasonable amount of time to furnish medical documentation (as defined in 5 CFR 339.102).

SECTION 12 – EMPLOYER DECISION

In arriving at its written decision on any proposed disciplinary or adverse action, the Employer shall not consider any reasons for action other than those specified in the notice of proposed action. The Employer shall consider any reply that the Employee and/or his representative made to a designated official and any medical documentation furnished, as well as the information gathered in the investigation. It will address how the Employer resolved any factual disputes relevant to the charges. The Employer shall also consider applicable Douglas factors. The decision will address how each of the applicable factors was treated in the deciding official's determination of the imposed penalty. If the imposed penalty is less severe than what was proposed, the decision will also specify why the penalty was mitigated.

SECTION 13 – APPEAL RIGHTS

A decision to take an action may be grieved under the Negotiated Grievance Procedure, or the Employee may appeal an adverse action decision to the Merit Systems Protection Board (MSPB), subject to their jurisdiction. The decision letter will have attached to it the appropriate appeal form, a link to the MSPB's regulations regarding appeals of adverse actions, and a copy of the frequently asked questions. The choice of the appeal forum is irrevocable. An Employee shall be deemed to have exercised his option at such time as the Employee timely initiates an appeal to the MSPB, or timely files a written grievance, whichever occurs first.

SECTION 14

The Employer shall not offer or attempt to persuade Employees to waive their rights in connection with disciplinary and/or adverse actions or to waive their rights to challenge such actions through appropriate procedures such as appeals to the Merit Systems Protection Board, Equal Employment Opportunity Commission, or through the negotiated grievance procedure.

SECTION 15

Prior to offering an Employee a Last Chance Agreement, the Union will be notified and given an opportunity to be present at any meeting in which the Employee is offered such an agreement.

ARTICLE 21
NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1

The purpose of this Article is to provide for a mutually accepted method for the prompt and equitable settlement of grievances. Grievances, including questions of grievability and/or arbitrability, shall be resolved exclusively by these negotiated procedures.

SECTION 2

Grievance means a complaint:

- A. By any Employee concerning any matter relating to the employment of the Employee;
- B. By the Union concerning any matter relating to employment of any Employee;
- C. By any Employee, the Union, or the Employer concerning:

- (1) The effect of interpretation or a claim of breach of a collective bargaining agreement;

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

- D. Except that it shall not include a complaint concerning:

- (1) Any claimed violation relating to prohibited political activities.

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

- (3) A suspension or removal under Section 7532, Title 5 USC.

- (4) Any examination, certification, or appointment.

- (5) The classification of any position which does not result in the reduction in grade or pay or promotion potential of an Employee.

(6) Matters beyond the control of the Employer.

(7) Termination of probationary Employees (5 USC 3321) and termination of temporary Employees (5 USC 3301, 5 CFR 316.402).

E. Multiple individual Employee grievances may be consolidated for processing in accordance with Section 4 of this article by mutual agreement between the Employer and the Union.

SECTION 3

When the Union is designated as an Employee's representative on an individual grievance or complaint, a designation of representation memorandum shall be prepared. It will identify the action (specifically or generally), be signed by the Employee and will contain the name and telephone number of the primary Union representative; the name of the Employee; and an affirmative statement by the Employee stating he designates the Union official to be his representative. This is not intended to preclude Union representation of any or all members of the bargaining unit absent a Designation of Representative.

SECTION 4

Any complaint which is not taken up with the Employee's immediate Supervisor within 15 days after the occurrence of the matter, or within 15 days after the last known occurrence of a series of actions which provide the basis for the grievance, or within 15 days after the Employee learns of the matter from which the complaint arose, shall not be presented for consideration at a later date. The deadline for Employees who are incapacitated or who are in a TDY status will be extended the number of days for which they are incapacitated or TDY.

SECTION 5

A. Grievance Procedure: Those who desire to pursue a grievance or appeal any action which management has the ability and authorization to resolve shall utilize the following procedure:

(1) Formal Step 1. If the employee decides to appeal a formal disciplinary action and the employee desires to further pursue the matter through the negotiated grievance procedure, the employee and/or the appropriate Union Representative shall reduce the grievance to writing. The grievance form shall be submitted to the Director within 14 days following the date the employee received their official notification. The written appeal shall provide specific information with respect to the event giving rise to the appeal,

identify specific provisions of regulation and/or the terms of this agreement which are alleged to have been violated, and the corrective action desired. Only the issues presented in the notification letter shall be considered at any successive steps. The Director shall meet with the employee and/or appropriate Union Representative upon request, and such other individuals deemed necessary and render a written decision not later than fourteen workdays following receipt of the grievance. A copy of the decision shall also be provided to the Union at the same time.

(2) Formal Step 2. If the grievance has not been satisfactorily resolved by the Deciding Official, and the employee desires to further pursue the grievance, the employee and/or Union Representative may submit the matter within 14 days to the Commander for resolution. The submission may provide an explanation why the attempted resolution was not acceptable and what resolution is requested. The Commander shall meet with the employee, Union Representative and such other individuals as deemed necessary and render a written decision within 14 working days following receipt of the grievance. The Commander's decision concerning the grievance is final.

B. Nothing in this procedure restricts the ability of the employee and the representative, if designated in writing, from requesting and meeting with a supervisory official or a proposing official to discuss possible alternatives to any management action. Although not required, this may be used to clarify any doubts as to the accuracy of the facts used to take a formal action. This procedure may also be used to resolve any other appealable management actions or concerns the employees may present.

C. If a grievance is brought to the Garrison Commander or a Tenant Activity Head because he is the first or second level Supervisor, then the additional steps in the grievance process will be eliminated, and the written decision will be the final decision. If a grievance is brought to the Chief or Director because he is the first or second level Supervisor, the remaining step will be decided by the garrison commander, tenant activity head, or his designee.

SECTION 6

In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The parties agree to raise any questions of grievability or arbitrability of a grievance as part of the written answer in the final step of this procedure, if known. If the determination is made after that point, the Agency's decision will be amended. The Union's 30-day time line to invoke arbitration under Article 22 Section 5 will begin again at the time the Agency notifies the Union of its amended decision. This does not preclude either party from raising the issue of grievability/ arbitrability in the previous steps.

SECTION 7

Grievances may arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Every effort will be made by the parties to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and grievances arise occasionally among people in any work situation, the filing of an occasional grievance shall not be construed as reflecting unfavorably on an Employee's good standing, his performance, or his loyalty, or desirability to the organization. Similarly, the occurrence of an occasional grievance will not be construed as reflecting unfavorably on the quality of supervision or general management of the organization.

SECTION 8

In the spirit of partnership, it is recognized that the Employer and the Union will hold themselves to similar time frames.

A. If the affected Employee, after receiving a decision fails to timely pursue the grievance, the grievance shall be terminated in its entirety.

B. In Employee grievances initiated by the Union, failure on the part of the Employer to meet any of the time requirements of this procedure will result in the grievance being taken to a higher level authority and reviewed by that management official. In the event that it is obvious that the Deciding Official is not responsive to the grievance process, the Employer will take immediate and remedial steps to reinforce the intent and spirit of the grievance procedure.

SECTION 9

All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. Copies of relevant documents cited in the decision will be provided if they are not otherwise readily available to the Employee, upon written request.

SECTION 10

The parties may mutually agree to waive any time limits of the grievance steps or to extend the timelines at any step by mutual consent. If the parties fail to settle any grievance at step 2, the matter may be submitted to arbitration within fifteen (15) days after receipt of the 2nd step decision.

SECTION 11

A. In the below listed cases, an Employee may choose either the statutory procedure or the procedure of this agreement, but cannot initiate proceedings under both. The

Employee exercises his option on which procedure he will use when he initiates an action in writing.

(1) Complaints of discrimination on race, color, religion, sex, national origin, age, marital status, disability, genetics information, or political affiliation;

(2) Removal, reduction in grade, suspension for more than 14 days, furlough for 30 days or less.

B. Disputes arising under a reduction in force must be resolved using this procedure.

SECTION 12

For the purposes of this Article, parties are encouraged to initial and date documents as they are received.

SECTION 13

Grievances arising from alleged violations of the Agreement across Directorate lines and/or tenant activities, or grievances over issues that affect multiple Employees, may be submitted as Union grievances. These will be reduced to writing and submitted to the CPAC or tenant activity designee by the President of the Union or his designee. The Employer may grieve alleged violations of the Agreement by submitting them to the Union President or other recognized union officials in the President's absence. The Employer and the Union will meet as soon as possible, normally not later than 15 days from receipt of the grievance, to discuss it. If the grievance is not settled at this meeting, either party may invoke the arbitration procedure in this Agreement. The time limit specified in Section 5 of this Article shall apply to grievances under this section.

SECTION 14

Grievance meetings will be held to the extent possible during the duty hours of the participating Employees and Union representatives. Any scheduling problems will be brought to the attention of the Union President or designee and a solution will be mutually agreed upon by the Union and Employer. If the meeting cannot be arranged for the normal duty hours of the representative assigned by the Union, and the representative is available during what would otherwise be non-duty time, the representative may be authorized to flex their schedule. However, no overtime or compensatory time may be authorized for such participation. Employees not working the same shift as their Supervisors may have their duty hours adjusted to participate in grievance meetings with the Employer. Reasonable duty time for grievance preparation and consultation with the Union is authorized as provided for elsewhere in this Agreement.

ARTICLE 22
ARBITRATION OF GRIEVANCES

SECTION 1

This article provides for binding Arbitration as provided in the Grievance Article.

SECTION 2

The provisions of this Article may be invoked only by the Union or the Employer.

SECTION 3

The arbitration hearing shall be held during the normal work day hours of the basic work week of Monday through Friday. Employee Union representative(s) (as provided in the official representation article), Employee grievants, and Employee witnesses who are members of the bargaining unit shall be in a pay status without charge to leave while in arbitration. The arbitrator's fees and expenses shall be borne equally by the parties. Transcripts, if kept, which are requested by the Employer, will be provided to both parties at Employer expense. If requested by the Union, transcripts will be paid equally by each party. Each party is responsible for the cost of producing their own non-Employee witnesses.

SECTION 4

- A. Either party may decide to make a verbatim transcript and/or file briefs.
- B. Arbitration hearings will be held at a suitable location mutually agreed to by the parties.
- C. It shall be the sole discretion of the arbitrator to determine who may testify as witnesses. When requested by the Union, witnesses will be allowed a reasonable amount of duty time to consult with the Union about their testimony.
- D. The arbitrator shall render a written decision not later than 30 days after the conclusion of the hearing unless the Parties mutually agree to extend this time limit. If no exception or other appropriate legal action is filed within the time limit established by statute and/or FLRA regulation, the award is final and binding. The appropriate Party will take the actions required to initiate the final award within 30 days after it becomes final and binding, except as provided by the Award. However, either party may file exception to the award as allowed by law.
- E. Disputes between the parties over the application or interpretation of the arbitrator's award shall be jointly submitted for clarification. If the arbitrator's clarification agrees with one party's interpretation, the other party will pay 100%. Otherwise each party will pay 50% of the cost of clarification.

F. If the arbitrator fails to render a decision on arbitrability issues prior to the hearing, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the cases at the same hearing.

G. The arbitrator shall follow precedents established by the MSPB in considering the award of attorney fees.

H. The arbitrator award shall be binding on the parties.

SECTION 5

Arbitration may be invoked by either the Union or the Employer within 30 days following the receipt of the final decision or expiration of the time limit in the grievance procedure. Arbitration is invoked by serving notice on the other party within the above time limits. The parties will either mutually request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) or provide written agreement that either may request a list of arbitrators. The parties then may, within five days of receiving the list of arbitrators, mutually agree on an arbitrator or use the strike method to determine the arbitrator. The remaining name shall be the duly selected arbitrator. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard.

SECTION 6

An arbitrator award sustaining a grievance will be implemented within 30 days from the receipt of the arbitration decision unless the Employer notifies the Union in writing that it intends to file an exception to the award.

SECTION 7

A. By statute, an arbitrator, notwithstanding the *functus officio* doctrine, has jurisdiction to resolve a motion for attorney fees from the Union after an award becomes final and binding.

B. The arbitrator's award on the issue of attorney fees will be issued within thirty (30) days of the arbitrator's receipt of the Employer's response to the Union's request. The arbitrator will provide a detailed explanation of why fees were or were not granted, as well as the hours and rates allowed.

C. All charges of the arbitrator incurred in connection with the award of attorney fees will be shared equally by the parties.

ARTICLE 23
POSITION CLASSIFICATION

SECTION 1 - GENERAL

A. The parties agree to the principle of equal pay for substantially equal work within the bargaining unit. The Employer recognizes that job descriptions that accurately reflect the major duties and responsibilities in a manner adequate for correct classification and effective recruitment are fundamental to this principle. The Employer agrees that the Supervisor will review each Employee's job description regularly (at least annually at the time of the Employee's annual appraisal, or when significant changes are made to duties assigned) for adequacy and accuracy. The Supervisor will promptly consult CPAC regarding any necessary changes.

B. The Employer will provide training to Employees on job descriptions and the classification process annually.

SECTION 2

Job descriptions of Employees who are performing identical duties, at the same level of responsibility, with the same degree of supervision under the same Supervisor, and with all other evaluation factors identical will, to the extent practical, be uniform. Each Employee will receive a copy of their job description upon appointment, position change, and change in the job description or upon request.

SECTION 3

The Employer agrees to notify the President of the Union when there are going to be any job audits, position reviews, or reclassifications affecting Employees in the bargaining unit.

SECTION 4

While classification audits or appeals are in process, duties will not be adjusted for the sole purpose of avoiding reclassification of the position.

SECTION 5

The Employer will notify the Union in writing as soon as possible when changes will be made in the duties and responsibilities of positions held by bargaining unit Employees due to reorganization, or when changes in position classification standards result in classification changes, or for any other reason that changes will be made in position classification standards that could result in classification changes.

SECTION 6

The Employer may consider the Union's oral or written views concerning Employee occupational classification standards when providing input to the Office of Personnel Management and will notify the Union, in like manner, of any action taken. The Union will be provided with Employer input submitted to OPM in connection with any Employee classification standards.

SECTION 7

The Employer will apply newly issued OPM classification and job grading standards as soon as practical within the scope of any implementation guidelines.

SECTION 8 - POSITION DESCRIPTIONS

All Employees are entitled to a complete and accurate position description, which clearly and concisely state the major duties, responsibilities, and supervisory relationships of the position. This will be provided to the Employee at the time of assignment and upon request.

A. Every effort will be made to ensure that each position description covered by this Agreement is current and accurately described, in writing, and classified to the proper occupational title, series, code, and grade in accordance with OPM and Employer regulations.

B. Current position descriptions for bargaining unit positions will be made available to the Union through FASCLASS or any successor hosting system.

C. When an Employee believes his position description is not accurate, the Employee should discuss this matter with his Supervisor. During this discussion, the Employee will provide the Supervisor with sufficient information to enable the Supervisor to make such a determination. If an Employee continues to be required to perform duties which are not recorded in his job description, and his Supervisor does not initiate action to have the duties either assigned elsewhere or recorded on the Employee's job description, the Employee may seek resolution through the negotiated grievance procedure.

SECTION 9 - NEW CLASSIFICATION

A promotion resulting from the application of a new classification standard or correction of a classification error will normally be initiated no later than the beginning of the second pay period following an Employer decision to promote the incumbent(s), provided he meets any applicable qualification, performance, or other requirements for the position in question.

SECTION 10 - DOWNGRADES

All downgrades will be directed in accordance with 5 CFR 511 or its successor.

SECTION 11

Employees who have been downgraded as a result of a classification action shall be entitled to priority referral for noncompetitive consideration for permanent promotion prior to a vacancy being filled by competitive promotion.

SECTION 12 - CLASSIFICATION APPEALS

The Employer will provide Employees and their designated representatives with copies of procedures for filing classification appeals through the Employer and OPM channels upon request. Employees who do not wish Union representation will be informed by the Employer of Employees' grievance or appeal rights, as appropriate.

ARTICLE 24
CONTRACTING OUT OR REASSIGNMENT OF BARGAINING UNIT WORK

SECTION 1

This Article pertains to privatizing bargaining unit work by A-76 or other means. "Work" in this case includes expansion of work currently or last performed by Employees.

SECTION 2 - CONSULTATION

The Employer agrees to inform the Union regarding proposed action to reassign Employee major duties outside the bargaining unit. This would include, but might not be limited to the study or contracting out of existing functions which have bargaining unit positions, whether under OMB Circular A-76 and direct conversion to contractor performance.

SECTION 3

The Employer agrees to provide to the Union upon written request other information concerning its contracting out activities which is normally maintained, readily available, not prohibited by law, and which does not constitute guidance, advice, counsel, or training provided for management officials or Supervisors.

SECTION 4 – TRAINING

Union representatives will be afforded the opportunity to receive the same training as equivalent management participants for training in regard to contracting out process and procedures, to include the A-76 process.

SECTION 5 – COST COMPARISONS

If the Employer conducts a cost comparison, the Employer will provide to the Union, upon request, relevant and pertinent information concerning all cost studies or comparisons affecting bargaining unit Employees.

SECTION 6 – DETERMINATION OF INHERENTLY GOVERNMENTAL FUNCTIONS

Management will follow and adhere to existing government wide policy guidance pertaining to the determination of inherently governmental functions.

SECTION 7 – A-76 STUDIES

In the event that the Employer utilizes A-76 studies, the following provisions are agreed upon.

A. The Employer will provide to the Union, upon request, relevant and pertinent information concerning all cost studies (for actions covered under Section 1) such as the invitation for bid, request for quotation or request for proposal; correspondence from higher authority directing the cost study; correspondence from Department of Labor regarding certification of a wage rate; the performance work statement; all changes to performance work statements; all bidder questions and Employer answers related to the performance work statement. In addition, the Employer agrees to provide to the Union, upon written request, other information concerning its A-76 contracting out activities that is normally maintained, readily available, not prohibited by law, and which does not constitute guidance, advice, counsel, or training provided for management officials or Supervisors.

B. Information which will be provided does not extend to information which is classified, proprietary information, or procurement sensitive information, the release of which will comprise the procurement process.

C. The Union will be represented by one of its officials on the Commercial Activities Working Group. The Employer will afford the Union the opportunity to be represented on all the other committees and steering groups (except the Installation Executive Committee for each study and the Source Selection Committee) involved in the conduct of any portion of an A-76 cost study, subject to the understanding certain committees and steering groups will receive and be bound not to release sensitive procurement information. However, some of the work of the group may be considered internal management deliberations and would not be appropriate for a Union representative to be present. The parties acknowledge the importance of continuity in membership on committees and working groups. The Union representative named to each group will have the opportunity to participate in any "site visit" of bidders of a function undergoing cost study. Participation is defined as present for the duration as observers. Committee recommendations forwarded to and approved by the Executive Committee will remain negotiable at the election of the Union, provided the matter is negotiable under current statute or case law.

D. Periodic briefings will be held between the Employer and the Union to provide the Union with information pursuant to OMB Circular A-76 and this Agreement on matters which may adversely affect bargaining unit Employees. Upon mutual agreement, these briefings may include representatives of other unions and other management personnel. Briefings will be held with adversely affected Employees for the purpose of providing information concerning contracting out. The Union will be afforded the opportunity to be present at all such briefings.

E. When AR 5-20 Competitive Sourcing Program or a successor regulation is followed during the A-76 process, the following procedures are agreed upon:

(1) Reference AR 5-20, paragraph 2-5. The Employer will share with the Union any published changes to OMB Circular A-76 when known.

(2) Reference paragraph 2.2a(4). The Union will be notified predecisionally and provided the opportunity for input when privatization of activities under this reference occur.

(3) Reference paragraph 2.2f. The Employer will share with the Union any known changes to the IGCA or FAIR Act inventory.

(4) Reference paragraph 2-5 and 2-6. The Union will be notified predecisionally and provided the opportunity for input when privatization under these references occurs.

(5) Reference paragraph 2-0. Unless mutually agreed otherwise, Management will address Employees as well as the Union in these meetings.

(6) Reference paragraph 2-10. Each Employee who potentially has the right of first refusal will be provided this paragraph in writing.

F. Contracting out, reassigning, or privatizing bargaining unit work under OMB Circular A-76 or other government wide regulation are not subject to the negotiated grievance procedure.

ARTICLE 25
ADVERSE WEATHER CONDITIONS

SECTION 1

During hazardous weather conditions, Supervisors shall give reasonable consideration to Employee requests to excuse tardiness of up to one hour. Employees who desire an excused absence of more than one hour shall make a written request that includes supporting documentation through their supervisory chain to the garrison or tenant commander. This is intended to occur only on infrequent occasions, and the parties recognize that mud slides and flooded roads are normal road conditions in some parts of the commuting area.

SECTION 2

When the Garrison Commander determines weather conditions justify curtailing activities during duty hours, Employees who have not been emergency essential will be notified and released as quickly as possible through their respective activities in accordance with command instructions. It is recognized that certain Employees not designated emergency essential may be required prior to release to complete a task they are working on which is directly related to safety, health, or welfare mission.

SECTION 3

If weather conditions prior to normal duty hours justify curtailing activities or delaying reporting times, sufficient notice will be given local radio and television stations, normally two (2) hours prior to the regular tour of duty. Employees should normally listen to radio or television stations, as designated, to determine if they are required to report for work during inclement weather or other emergency conditions. Employees working evening, night and/or weekend tours of duty can call their work site or other identified POC to ascertain operational status during adverse weather. Employees are also responsible to call their immediate chain of command to ascertain their required time for reporting to work.

SECTION 4

Whether an Employee should or should not be charged leave for an absence depends upon his duty or leave status at the time of authorized dismissal, determined as follows:

- A. If the Employee was on duty and was excused, there is no charge to leave for the remaining hours of the work shift following excusal.

- B. If the Employee was on duty and departed on leave before the time set for dismissal, leave is charged only from the time the Employee departed until the time set for dismissal. (Employees should not be permitted to depart before the time set for dismissal without a charge for leave.)

C. If the Employee was absent on previously approved leave for the entire work shift, the entire absence is charged to appropriate leave (e.g., annual, sick, or leave without pay, as applicable). (NOTE: Earned compensatory time off may be used, as appropriate, in lieu of leave as determined by the Employer.)

SECTION 5

It is recognized that emergency conditions may not be uniform in their effect throughout the geographical area, and therefore, Employees may be unable to report to work although Employer operations are not curtailed. A leave or leave without pay policy may be utilized to permit Employees to be absent without the necessity for obtaining advance approval or providing detailed justification. Normal time limits may be waived for the Employee to notify his Supervisor. Under these conditions, absences may be charged to annual leave, leave without pay, or the Employee may be excused without charge to leave or loss to pay, depending on individual circumstances. The basic criterion should be whether the Employee made a reasonable effort to get to work. Determining factors in this decision include: distance between the Employee's residence and the place of work; mode of transportation normally used; efforts by the Employee to get to work; and success other Employees similarly situated had in being able to report to work.

SECTION 6

Those Employees who perform duties which are vital to medical facilities, public safety, national defense or other critical operations may be designated as Emergency Essential personnel. These Employees may be required to report for duty despite delay or curtailed activities or to remain at work when directed to do so and may be disciplined if they fail to make reasonable efforts to report for duty. Emergency Essential personnel will be notified by their Supervisor if they do not need to report to work (in the case of a delay) or remain at work (in the case of an early release). Supervisors will consider Employee safety along with missions that must be completed during the potential period of excusal.

ARTICLE 26
EFFECTIVE DATE AND DURATION OF AGREEMENT

SECTION 1

This agreement shall remain in full force and effect for three (3) years from the date the agreement is approved by the DoD Field Advisory Services, or thirty-one (31) days after its execution by the parties, whichever date occurs first.

SECTION 2

This Agreement shall remain in full force and effect and shall be binding upon the Employer and the Union for a period of three (3) years from the effective date specified in Section I of this Article and shall be automatically extended for one year periods thereafter unless either party shall notify the other party in writing not more than 120 calendar days nor less than 30 calendar days prior to such date, or to any subsequent anniversary date. The terms of this Agreement will remain in force and effect during the renegotiation of said Agreement until such time as a new agreement is approved and in effect, except for those terms which are nullified by law or Government-wide regulations. In such cases, notification will be provided according to Article 4.

SECTION 3

In the event any portion of this Agreement is declared invalid by a judicial or administrative tribunal, the remainder of this Agreement will be in full force and effect.

SECTION 4

This agreement shall be modified during the period in which it is in effect only by mutual consent of the parties. The parties agree to and enter into this Collective Bargaining Agreement between United States Army Garrison, Fort Buchanan; Logistics Readiness Center, Fort Buchanan; Network Enterprise Center, Fort Buchanan and Local 2614, American Federation of Government Employees.