

NEGOTIATED AGREEMENT

BETWEEN

U.S. Army Recruiting Battalion

Denver, Colorado

And

Local 2040 “D” of

The American Federation of

Government Employees

(AFL-CIO)

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ARTICLE 1

INTRODUCTION

The Employer and the Union agree to support one another and to work as partners. This accord is grounded in a shared interest in delivering the highest quality products and services at the lowest possible cost to the American public. Both parties are committed to improving customer service, efficiency, quality of work life and military readiness. This will be achieved by mutual cooperation, employee empowerment, and organizational teamwork.

The Employer and Union will work together as a team, with a common focus. In order to realize full potential, as partners, we must recognize that a sound relationship is built upon the following principles:

- a. The public interest comes first.
- b. All members of the work force are valued and respected and their privacy and confidence must be maintained.
- c. The focus is on common interests and shared problems rather than on exclusive rights and conflicting positions.
- d. Information is shared freely and openly in the decision-making process. Union involvement and informed employees add value to the quality of decisions.
- e. Workplace decisions are made through mutual cooperation, with shared accountability.
- f. Parties treat each other as equals with trust, respect, and appreciation for one another's roles and responsibilities.
- g. Conflict is inevitable and healthy, but *secondary* to our common interests.

The Employer and the Union representative for the U.S. Army Recruiting Battalion, Denver, CO, have the responsibility and authority to establish a Labor-Management Partnership Committee and appoint its members.

Within the spirit of mutual interest and cooperation, the Committee will:

- a. Establish a framework and environment for Labor-Management relations and collective bargaining;
- b. Inform all managers and employees of the Agreement;
- c. Evaluate organizational performance and improvements resulting from the Committee's efforts;
- d. Meet monthly, or upon request of either Party;
- e. Use a cooperative, interest-based approach to resolve issues and problems;
- f. Employ Alternative Dispute Resolution techniques;
- g. Designate co-chairs and alternates; add additional members (permanent or temporary) as required;
- h. Establish subcommittees as needed;
- i. Take action to achieve the goals and objectives of this Agreement.

ARTICLE 2

UNIT OF RECOGNITION

The Unit, AFGE Local 2040, Unit D, is comprised of: All civilian personnel in the Denver, Colorado, metropolitan area employed by the U.S. Army Recruiting Battalion, but EXCLUDING all Employer-officials, supervisors, and employees engaged in federal civilian personnel work in other than a purely clerical capacity.

ARTICLE 3

EMPLOYEE RIGHTS

SECTION A. *General.* Each employee has the right freely and without fear of penalty or reprisal, to form, join, or assist the Union or to refrain from any such activity. The right to assist the Union extends to participation in the management of the Union and to acting in the capacity of a Union representative, including presentations of its views to officials of the Employer, the Executive Branch, the Congress, or other appropriate authority. The Partners will ensure that employees are apprised of their rights under this Article and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the Union.

SECTION B. *Employees' Right to Participate.* Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives of the Union.

SECTION C. *Employees' Notification.* The Employer will annually inform all members of the bargaining unit of their rights, as set forth in this Article.

SECTION D. *Employees' Concerns.*

1. Employees have the right and will be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the appropriate Employer or Union representatives at the lowest level capable of resolving the matter.

2. To the extent possible, the Employer and the Union will assure privacy during an investigatory interview and confidentiality of investigative records.

3. Any employee identified as a Union witness may request a Union representative when being interviewed by the Employer's representatives.

4. The Union will be given the opportunity to be represented at formal meetings between the Employer and employees concerning grievances, personnel policies, practices, or other matters affecting general working conditions of employees.

ARTICLE 4

EMPLOYER RIGHTS

Title 5, United States Code (U.S.C.), Section 7106, give Employer-officials the authority:

(a)(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 to 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 agency operations shall be conducted;

(C) With respect to filling positions, to make selections for appointments from--

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

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

(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 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.

ARTICLE 5

UNION REPRESENTATION/OFFICIAL TIME

SECTION A. The Employer will recognize the duly elected officers of the Union, a reasonable number of appointed stewards, and those individuals designated by the Union to be local or national representatives. Except for internal Union business, the Union President or the designee will be allowed reasonable official time to perform official duties of the Union with members of the bargaining unit and/or representatives of the Employer.

SECTION B. The Union will provide a list of elected or appointed officers, stewards, and the organizational segment or segments for which each steward has primary responsibility as the Union's representative, to the Civilian Personnel Advisory Center (CPAC) and to each supervisor as changes occur. Appointed representatives will not be recognized until the CPAC receives such written designation. The Union may maintain a current roster of representatives in the space allocated for Union use on appropriate bulletin boards.

SECTION C. The representatives of the Union for administration and implementation of this Agreement will be the President of the Union or the person they may designate in writing to act in their place.

SECTION D. Union representatives will be authorized to be absent from duty stations under the following conditions:

1. The request for a Union representative may come from a unit employee or an Employer official or may arise from a condition where a Union representative would be appropriate in accordance with the provisions of this Union-Management Agreement.

2. In all cases in which a Union representative is released as outlined in this Agreement, the parties will rely on the "reasonable time" concept. It is understood by the parties that the word "reasonable" is defined as "that time that is required to perform the task involved and for which the Union representative is released."

3. Matters or situations, which are appropriate for a Union representative to be released include, but are not limited to, the following:

a. Meetings called by Employer-officials. The Employer-official calling the meeting arranges these meetings.

b. Meetings provided for in this Agreement. The appropriate Employer-official will arrange for such meetings.

c. Union-requested meetings with Employer-officials. The appropriate Employer-official will arrange such meetings.

4. Employee(s) will be afforded a reasonable amount of official time in connection with complaint, guidance, or advice, which is being provided to them by a representative of the Union.

5. Union representatives will document their use of official time in writing, to include the total time used and the purpose of the absence. Such documentation will be submitted to their supervisors at the end of each pay period.

SECTION E. Union representatives wishing to be released for Labor-Management reasons will secure the approval of their immediate supervisors. The supervisor will grant such request to leave unless there is a mission requirement that would temporarily delay the departure. In those cases, the parties will attempt to arrive at a mutually acceptable time for departure. When the Union representative cannot be immediately released, the Union representative will be given time to inform any other parties involved of the decisions. A refusal to release a Union representative will require a written explanation of the reasons for refusal.

SECTION F. When Union representatives have permission to leave the work site on Union business, they will notify their supervisor of their departure time, their anticipated return time, the purpose of their absence, and the Employer official involved. Union representatives will notify their supervisors of their return to their work site.

SECTION G. *Formal meetings and Weingarten*, Section 7114(a)(2) states:

(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at

(A) 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; or

(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if

(i) the employee reasonably believes that the examination may result in

disciplinary action against the employee; and

(ii) the employee requests representation.

ARTICLE 6

HEALTH AND SAFETY

SECTION A. The Employer will provide a reasonably safe and healthy place for the employees, and comply with all applicable laws and regulations. The Employer will take prompt and appropriate action to correct any unsafe/unhealthy conditions or action reported or observed. Employees are encouraged to report unsafe/unhealthy conditions to their supervisors.

SECTION B. The Employer will provide required safety devices and equipment. Employees will use approved and available safety devices and equipment, comply with safety instructions, and report on-the-job injuries promptly to their supervisors.

SECTION C. The Union will actively support health and safety practices among its membership. The Union's representative will be responsible for presenting the views of the Union on safety policies. A Union safety representative will be given the opportunity to accompany the Employer's Safety Officer on inspections.

SECTION D. When employees have been in a non-duty status because of serious illness or injury, they will not be returned to duty in their current position until competent medical authority has determined that they can return to duty without harm, to themselves or other employees. If the Employer has not designated the attending medical authority, the Employer reserves the right to designate a different medical authority to make the final determination.

SECTION E. For employees who are impaired to a degree that they can no longer perform the duties of their current positions, the Employer will take appropriate action, which may include one or more of the following actions (after considering rights under Workers' Compensation):

1. Detail employees for a short period of time to duties that they can perform without harm to themselves or other employees.
2. Authorize sick leave, annual leave, or leave without pay to allow employees to improve to the physical requirements of their current positions.
3. Reengineer a current position, eliminating those duties requiring a physical capacity that an employee no longer possesses.

4. Reassign in grade or change employees to a lower-graded position that they can perform without harm to themselves or other employees.

5. Counsel employees regarding retirement options if they meet the minimum requirements.

6. Separate employee.

SECTION F. In keeping with safety, comfort, and health of the employees, adequate transportation will be provided to transport employees from one work area to another. Applicable regulations will be the determining factor on vehicles to be used. Employees will not be required to use their private vehicles without proper compensation.

ARTICLE 7
SMOKING POLICY

SECTION A. The Employer and the Union agree that a smoke-free environment is in the best interest of the health and safety of all employees. Accordingly, smoking will be allowed in designated smoking areas only that is arranged by the building manager.

SECTION B. The smoking preference of employees will not be determined or be a consideration in promotion and hiring practices. Employees will be advised of the smoking provisions.

SECTION C. Employees will be allowed reasonable official duty time to attend an Employer-approved smoking cessation or similar type program.

SECTION D. At the supervisor's discretion, employees will be allowed reasonable smoking breaks.

ARTICLE 8
EMPLOYEE ASSISTANCE PROGRAM

SECTION A. *General.*

1. The Union and the Employer will cooperate fully to assist employees with personal problems that could affect their job performance. This assistance may include referral to the Employee Assistance Program (EAP).

2. We will work together to promote employee assistance programs designed to assist employees and their families with drug and/or alcohol abuse and emotional or other personal problems that affect job performance.

3. Personal privacy and confidentiality, except where excluded by law, must be protected for employees seeking counseling assistance consistent with applicable directives,

SECTION B. *Use of Leave Under the Program.*

1. Employees will be allowed duty time, as determined necessary by the counselor, and approved by the supervisor, for counseling sessions during the assessment and referral phase of rehabilitation. Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category in accordance with leave regulations. Employees attending sessions during duty hours for any phase of rehabilitation must advise their supervisors of scheduled appointments.

2. Leave of any type used by an employee for the purpose of seeking counseling under the EAP may not be used in any adverse or disciplinary action taken against the employee.

SECTION C. *Employee Rights and Responsibilities.*

1. Employees may voluntarily seek counseling, referral, and information from the EAP on a confidential basis.

2. The confidentiality of medical/counseling records of all employees will be preserved in accordance with the Privacy Act and other applicable laws and directives.

SECTION D. *Employer Responsibilities.*

1. We recognize that the EAP is designed to deal with a range of problems at an early stage when the situation is more likely to be correctable. If an employee requires assistance under the EAP and participates in the EAP, the responsible supervisory official must weigh this fact in determining appropriate disciplinary and adverse action, should such action become necessary.

2. Managers and supervisors should advise employees of the services available in the program.

3. Supervisors are responsible to direct employees who appear to be experiencing personal problems which are affecting their conduct and/or performance to an initial appointment with the EAP. Employees who do not comply with this referral may be subject to disciplinary actions.

SECTION E. *EAP Training - Union Participation.* Union representatives will be invited to attend seminars, workshops, conferences, or training sessions designed to acquaint supervisors, managers, and employees with the EAP and its operation.

SECTION F. *Promoting the EAP.*

1. At least once a year, the Employer will make employees aware of EAP and the services it provides.

2. Posters will be posted on official bulletin boards giving information on the EAP.

3. Newly hired employees will receive appropriate EAP materials at their orientation.

4. As soon as a change is known in the EAP, or any change in the nature of services provided, all affected employees will be notified in writing, via e-mail on the Local Area Network (LAN).

ARTICLE 9

EMPLOYER'S SUGGESTION PROGRAM

The Union will give full and active support to the Employer's Suggestion Program in order to improve productivity of the work force by improvements from increased efficiency of employees in the bargaining unit. The Union will support the Suggestion Program by providing publicity relative to the program in meetings and any publications of the Union.

ARTICLE 10

FEDERAL CHARITY DRIVES

The Union will cooperate with the Employer in voluntary Federal charity drives and to lend its support to these worthy causes. In conducting these drives, the Parties will be guided by established policies, which provide that no compulsion or reprisals will be tolerated. It is agreed that employees will not be contacted a second time after the initial solicitation unless the employees have failed to return their pledge cards by the specified date. No lists will be kept showing the names of the contributors and amount of their contributions except those that are necessary to properly administer the program.

ARTICLE 11
PERSONNEL RECORDS

SECTION A. *Official Personnel File (OPF).*

1. Only employees, their designated representatives, or persons designated by governing directives will be allowed access to the employees' OPFs.

2. OPFs are maintained at the CPAC in hard copy and electronic format. Copies of documents must be requested through CPAC and will be provided to the employee electronically. Strict confidentiality will be maintained at all times.

SECTION B. *Supervisor's Record File.*

1. Employees will be given an opportunity to review and initial all comments entered into the record. The employee's initials indicate only that the employee is aware of such entries. The employee's initials do not indicate concurrence or non-concurrence with the entry. The supervisor will provide copies of all comments when requested by the employee.

2. If an action is reversed through the grievance procedure, either informally or formally, any pertinent notation(s) entered into the record will be deleted and the employee advised of the deletion.

3. Counselings will be entered in the record and will be deleted from the record, at the supervisor's discretion, or earlier as a result of the grievance procedure, but not later than 1 year after the effective date.

ARTICLE 12

SENIORITY

Unless otherwise defined, the term “seniority” as used in this Agreement means computed time for an employee’s Service Computation Date (SCD) - Leave.

ARTICLE 13

POSITION DESCRIPTIONS AND CLASSIFICATION

SECTION A. Position descriptions will be kept current and will be based upon the principal duties and responsibilities assigned to each position. All identical positions within the same organizational unit will normally be covered by the same position description. Any changes in the position description will be discussed with the employee by the supervisor. Employees will be furnished a copy of changed position descriptions as soon as administratively possible and/or will be advised to make approved pen and ink changes to their copy of the position description.

SECTION B. Employees in the unit who feel their positions are improperly classified must first consult with their supervisors for clarification. Should the supervisor be unable to resolve employee's questions, the employees will be advised that they may file a classification appeal under appropriate directives.

SECTION C. If employees wish to file a classification appeal, they may consult with the CPAC and, if desired, be accompanied by a representative of their choice.

SECTION D. When the sentence "performs other duties as assigned" (or similar wording) is used in the position description, it will normally mean tasks, which are reasonably related to the position and are of incidental nature. Duties unrelated to the position may be assigned on an infrequent basis to accomplish the work of the Employer. We agree that the right to assign duties unrelated to the position will not be abused. The Employer will consider the employee's qualifications when making such assignments.

ARTICLE 14

TRAINING

SECTION A. In accordance with governing Training directives, the Employer will identify those situations in which training can aid in achieving defined job-related objectives. Available training programs will be discussed with employees who would normally be eligible for such training. The Employer and the Union recognize that employees have a responsibility to keep abreast of changes occurring in their own occupations and make use of available self-development courses. Employees are responsible for informing their supervisors and the CPAC of self-development. Training that meets applicable Army directives will be recorded in the employees' OPFs.

SECTION B. The Employer encourages each supervisor to stimulate and encourage the interest of their subordinates in self-development activities. The Union will also provide guidance and encouragement to its members to engage in self-development activities.

SECTION C. *Excused Absence for Union Training.*

1. Union representatives may be granted administrative leave to attend Union training sessions, provided the training has supervisory approval, and is of mutual interest to the Employer and the Union.

2. Requests for excused absence to attend a training session will be submitted through the CPAC for consideration by the Employer.

ARTICLE 15

EQUAL EMPLOYMENT OPPORTUNITY

SECTION A. Shared Responsibility

The Employer will assure there is equal employment opportunity at all levels and that the civilian workforce is free from discrimination because of race, color, religion, sex (including sexual harassment), national origin, age, mental or physical disability. The employer and the union share responsibility for promoting equal opportunity through a positive, continuing program.

SECTION B. Management Commitment

The Employer will (within budgetary limitations and DA Staffing Guidelines) allocate personnel and fiscal resources to effectively administer the EEO Program. A statement will be issued and made public reflecting Management's commitment to EEO goals.

SECTION C. Personnel Actions and Employment Practices

1. Personnel actions and employment practices involving employees in the bargaining unit will be consistent with the law and the terms of this contract.
2. Work-related activities, facilities, and services operated and sponsored by the employer will not be segregated and their use will not be determined by race, sex, color, age, national origin, physical and/or mental disability.

SECTION D. EEO Complaints and Employee Rights to Representation

1. The Employer will expeditiously consider and adjudicate individual or class action complaints of discrimination filed through the agency administrative appeals procedure. The employer will attempt to bring about informal resolutions of complaints and matters related to affirmative action programs which come to the attention of both parties.
2. Persons who allege discrimination or who participate in the processing of such complaints will be free from restraint, interference, coercion, discrimination or reprisal.
3. A complainant has the right to be accompanied, represented, and advised by a

representative of his/her choice during counseling or at any stage of the complaint procedure.

SECTION E. *EEO Counselors*

The Employer agrees to provide an adequate staff of trained EEO Counselors, who will be available and accessible to complainants. Counselors will be trained in the application of EEO regulations and procedures. Candidates must meet the basic qualifications for EEO Counselors.

SECTION F. *Affirmative Action*

1. Affirmative Action: The Employer will develop a results-oriented program for affirmative action intended to resolve problems of under-utilization and under-representation of minorities, women, and the disabled.

2. A copy of reports, recommendations, review, assessments, and evaluations will be furnished to the union president by the EEO office.

3. Analysis: The Employer will prepare an annual analysis of the employment composition of the total workforce, by age, disability, race, sex, occupation (job series), grade, and organizational breakdown with a copy to the Local President.

4. Utilization of Workforce Skills: The Employer will utilize skills and potential of employees. In connection with efforts to correct under-utilization and under-representation of minorities and women, the employer will, within budget, manpower authorization and mission requirements:

a. Provide upward mobility and career development to employees through on-the-job training, personnel/management training seminars, and other training measures.

b. The Employer will assure through periodic publications that employees, recognized employee organizations, and applicants are informed of EEO policy, rights, and complaint procedures.

SECTION G. *Special Employment Program*

The Union will have input in the activities of the Special Emphasis Employment Program Committee and may appoint an individual to serve as a member. The Union representative will be advised of scheduled and special meetings. Minutes of the Committee meetings will be provided each committee member.

ARTICLE 16

HOURS OF WORK

SECTION A. Each working day begins no earlier than 0630 and no later than 0800. Each working day ends no earlier than 1500 and no later than 1700. Lunch periods are between 1100 – 1300, as appropriate to the employee’s individual work schedule. All work schedules require a minimum of 30 minutes for lunch.

SECTION B. A 15-minute rest period is authorized once during the morning and once during the afternoon. Break periods may not be combined with start/stop times or lunch periods.

ARTICLE 17

OVERTIME, COMPENSATORY TIME AND HOLIDAYS

SECTION A. Overtime and compensatory time must be pre-approved by the supervisor. Opportunity for overtime assignments, including work on holidays, will be distributed and rotated equitably among those qualified employees who are under the supervisor or supervisors having the work performed. Suitable records of overtime and holidays worked and refused will be maintained to assure that each employee receives substantially the same consideration. In the event of a grievance, such records can be reviewed by the employee's Union representative. For the purpose of record keeping, overtime refused will be counted as overtime worked.

SECTION B. In the assignment of overtime/compensatory time, including work on holidays, the Employer will provide a minimum of 5 hours notice, except in the event of an emergency.

SECTION C. An employee called in to work (including training) outside of, and unconnected with their basic work week will be paid a minimum of 2 hours of pay, regardless of whether they are required to work the entire 2 hours.

SECTION D. Employees who work overtime will be allowed a 15-minute rest period during the middle of each consecutive 5-hour period worked. A minimum of 30 minutes will be allotted for an unpaid meal period during each scheduled 8-hour shift.

ARTICLE 18

ANNUAL LEAVE

SECTION A. Annual leave is a right of the employee. Consistent with the needs of the Employer, annual leave, which is requested in advance, will be approved. In response to a request by the Employer, the employee will submit a proposed annual leave schedule during January of each year for the full leave year. If a decision to alter or cancel such scheduled leave is made, the supervisor and the employee concerned will discuss the matter with the next-level supervisor. Disputes between employees of common skill and grade, where mission requirements allow, will be resolved by granting the vacation time to the employee with the most seniority as defined in this Agreement. However, when an employee with an approved vacation schedule transfers, the new supervisor will schedule the employee's annual leave, giving consideration to the desires of the employee, the leave scheduled by other employees in the new organization, and the requirements of that organization. If the employee's original schedule can be accommodated in the new organization without disruption to the scheduled leave of other employees, it will be so scheduled in the new organization

SECTION B. Employees who are selected to serve in the capacity of AFGE officers or representatives, who require absence from the job, may be granted annual and/or leave without pay for the necessary periods. Upon approval, the employee may take annual leave, if accrued, or leave without pay at the option of the employee. Leaves of absence for these purposes will not exceed 1 year at a time, but may be renewed from year to year.

ARTICLE 19
SICK LEAVE

SECTION A. Employees will earn sick leave in accordance with applicable statutes and regulations. Employees may utilize sick leave in fifteen (15) minute increments. Employees may not be charged sick leave without their consent.

SECTION B. *Approval of sick leave will be granted to employees*

1. when they are incapacitated for the performance of their duties as a result of physical or mental illness, injury, pregnancy, or childbirth;
2. are receiving medical, dental, optical or surgical examination or treatment;
3. would, as determined by a health care provider or other health authority having jurisdiction, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;
4. are required to care for or otherwise attend to a family member having an illness, injury, communicable disease, or other condition which, if an employee had such a condition, would justify the use of sick leave by the employee.
5. to make arrangements for or attend the funeral of a family member, or when suffering from bereavement caused by the death of a close relative or equivalent; or
6. as provided in the Family and Medical Leave Act (FMLA), Federal Employee Family Friendly Leave Act (FEFFLA), or other applicable laws or regulations.

SECTION C. *Scheduling.* Employees should schedule non-emergency medical, dental, optical, psychological, or alcohol/drug counseling appointments in advance as much as possible, and should request sick leave for such appointments during duty hours in advance.

SECTION D. If the need for leave cannot be anticipated, the employee shall attempt to contact their immediate supervisor or other designated official to request approval of unscheduled/emergency leave by telephone no later than two (2) hours after the start of the employee's normal workday, or as soon as possible thereafter. In the event that neither the supervisor nor other designated official is available, the employee may utilize

voice mail or e-mail, where it exists, to notify the Agency of the need for leave. In the event the employee is unable to make the call, someone else may make it on their behalf. The supervisor will contact the employee within two hours of the telephone call if the leave cannot be granted. If the supervisor does not call the employee, the employee may assume approval of the leave for the period requested. Failure to report and give notice of anticipated need for sick leave within two hours of the time established to report for duty will not, in itself, be a reason to deny sick leave.

SECTION E. Employees will not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave for three (3) consecutive workdays or less except as provided for in Section F below. Employees may be required to furnish reasonably acceptable evidence to substantiate a request for approval of sick leave if sick leave exceeds three (3) consecutive workdays.

SECTION F. Where the Employer has reasonable grounds to question whether an employee is properly using sick leave (for example, when sick leave is used frequently or in unusual patterns or circumstances), the Employer may inquire further into the matter and ask the employee to explain. An employee may choose to provide medical information such as diagnosis and prognosis only to Occupational Health. Absent a reasonably acceptable explanation, the employee may be counseled that continued frequent use of sick leave, or use in unusual patterns or circumstances, may result in a written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, regardless of duration.

SECTION G. If reasonable grounds continue to exist for questioning an employee's use of sick leave, the Employer may request that the employee provide a doctor's certificate from the employee's physician, indicating that the employee is under the care of a physician, is incapacitated for duty, and the expected duration of such incapacitation. The employee shall not normally be required to provide specific medical information such as diagnosis and prognosis, and may choose to provide this information only to Occupational Health who are medically certified.

SECTION H. If reasonable grounds continue to exist for questioning an employee's use of sick leave, the employee may be placed on leave restriction. That is, they may be notified in writing that no request for sick leave, or other leave in lieu of sick leave, will be approved for a stated period (not to exceed four (4) months) unless supported by a doctor's certificate. Any such written notice will describe the frequency, patterns, or circumstances which led to its issuance, and will specify its termination date. At the end of the stated period, the Employer will review the employee's situation and will notify the employee in writing if the restriction is lifted. Restrictions may be renewed if there are reasonable grounds to believe that the problem is continuing.

SECTION I. Except for employees on leave restriction, employees who are released from duty because of illness will not be required to furnish a medical certificate to substantiate sick leave for the day they were released from duty. Subsequent days of absence will be subject to the provisions of subsections above. Except for employees on leave restriction, employees suffering from a chronic medical condition which requires occasional absence from work, but does not necessarily require medical treatment, and who have previously furnished medical certification of the chronic condition, shall not be required to furnish a medical certificate to substantiate sick leave for subsequent occurrences of the same condition. However, the Employer may periodically require further medical certification to substantiate that the condition still exists.

SECTION J. *Advanced Sick Leave.* Employees who are incapacitated for the performance of duties because of serious disability or ailment may request advance sick leave not to exceed 30 calendar days. A maximum of 30 days of sick leave may be advanced to an employee with a medical emergency related to the adoption of a child, for family care or bereavement purposes, or to care for a family member with a serious health condition.

ARTICLE 20

ADMINISTRATIVE LEAVE

SECTION A. *Inclement Weather.* Whenever it becomes necessary to close a workplace because of inclement weather or any other emergency situation, employees may be granted administrative leave for the duration of the closure. Such situations include but are not limited to such events as heavy snow or severe icing conditions, earthquakes, or other natural disasters, severe pollution, massive power failure, terrorist attacks, major fires or serious interruptions to public transportation caused by incidents such as strikes of local transit employees or mass demonstrations.

If the emergency conditions described above prevent an employee from timely arrival at work, even though the workplace is closed, the employee may be granted administrative leave for absence from work for a part or all of the employee's workday. Employees are obligated to contact their supervisors as early as practicable to explain the circumstances and provide an estimated time of arrival at work. In addition, the Employer may request documentation that the employee made reasonable efforts to reach work, but was prevented from timely arrival by emergency conditions. In determining whether to grant administrative leave and the duration of the leave, the Employer shall consider the following factors, and shall uniformly apply them to all employees within the area affected by the emergency:

the fact that the employee lives beyond the normal commuting area;

the mode of transportation normally used by the employee;

efforts by the employee to come to work;

the success of other employees similarly situated;

any physical disability of the employee; and/or

any local travel restrictions.

SECTION B. *Shut Down of Operations (Planned Management Action)*

1. During any period of shut down of activities or any reduced operations, employees may be offered the opportunity to take annual leave. If the employee chooses to work during this period, every effort will be made to provide productive work for the employee

at the employee's regular duty site or at an alternate duty site.

2. If the employee's regular duty site is closed by events beyond the control of management or employees, and an alternate duty site cannot be located, an employee may be excused from duty without charge to leave or loss of pay, until a duty site can be located.

ARTICLE 21

PERFORMANCE MANAGEMENT PROGRAM

SECTION A. The supervisor will meet with the employee at the beginning of the rating period and ensure the employee understands the job performance elements and job performance standards, has a copy of the elements and standards, and has a current copy of their position description.

SECTION B. Midterm feedback is required; however, continuous feedback is encouraged and will be rendered on the DA Form 7223-1 or DA Form 7222-1. The employee will be given a copy of the form and the original will be filed in the Supervisor's Employee Record file.

SECTION C. Employees will be rated only on the actual time spent functioning against their performance standards.

SECTION D. Ratings of record remain in effect until replaced by another rating of record. Normally, all annual ratings will be effective on the same date, unless an early annual rating or an extension of that rating is required. In cases where the rating period has been extended, a memo indicating the reason for and length of the extension must be prepared by the supervisor and given to the employee. A copy will also be forwarded to the CPAC.

SECTION E. If the supervisor, at any time, determines that an employee's performance is "Unacceptable," the supervisor will inform the employee of what is needed to bring their performance to the "Acceptable" level. The supervisor will provide the opportunity for assistance to the employee to improve their performance. The supervisor will develop a Performance Improvement Plan, in writing, and include whatever measures the supervisor determines are necessary to bring the employee's performance up to the "Acceptable" level. Any improvement plan that is developed will provide for, as appropriate, counseling, training, and guidance, prior to considering initiation of adverse action.

ARTICLE 22
PROMOTIONS

SECTION A. The provisions of this article apply to the filling of positions within the bargaining unit through the promotion process. When a position is filled by promotion, competitive procedures will be used except as otherwise provided herein.

SECTION B. *Exceptions.* An employee will be promoted without competition in the following cases:

1. When the position is classified to a higher grade without a significant change in duties and responsibilities; because of the application of new classification standards; or to correct a classification error. In this instance, the incumbent will normally be promoted, provided the employee meets the qualifications and legal requirements, or unless there are other persuasive reasons for not promoting the incumbent. The individual must be removed from the position in accordance with appropriate regulations if the employee does not meet the above.

2. Retained Grade and Retained Pay

a. Employees who are on retained grade will be given priority referral for positions at grades up to and including their retained grade in the same pay system unless the Activity Commander or his/her designated representative grants an exception. If more than one retained-grade employee is eligible for a position, all retained-grade employees will be referred for consideration.

b. Employees who are on retained pay will be given priority referral for noncompetitive promotion in the same pay system from which downgraded. If more than one retained-pay employee is qualified for a position, all retained-pay employees will be referred for consideration.

3. A position change action required by Reduction in Force (RIF) regulations, which is technically termed a promotion because of a pay-fixing policy, is not subject to competition.

4. When an official determines that a detail to a higher grade will exceed 30 days, a noncompetitive temporary promotion should be processed. Any prior service under details to higher-grade positions or temporary promotions to higher-grade positions during the preceding 12 months will count toward the 120 days noncompetitive

limitation.

5. A non-competitive promotion may be made when an employee fails to receive proper promotion consideration.

6. Other Exceptions

a. A competition was held at an earlier stage; that is, the employee was selected from a Civil Service register or under competitive promotion procedures for an assignment intended, as a matter of record, to prepare the individual for the position to be filled.

b. The employee's position is reconstituted in a higher grade because of natural growth of the position, which did not result from planned Employer action.

SECTION C. *Application of Competitive Procedure.* Competitive promotion procedures will apply to the following placement actions:

1. All promotions, except as excluded by governing directives currently in existence, or herein above excluded.

2. Transfer of a candidate to a higher graded position than the candidate's last position.

3. Selection for training when it is given primarily to prepare an employee for advancement and is required for promotion.

4. Selection for a temporary promotion for more than 120 days.

SECTION D. *Areas of Consideration.* The areas of consideration when filling positions within the unit are:

1. The standard area for all positions is all activities serviced by the CPAC. The expanded area is Army wide.

2. If the area of consideration is expanded, the Union will be notified within a reasonable time (normally 14 calendar days) to respond after receipt. Special areas of consideration may be established for temporary promotion, details, permanent promotions to occupied positions upgraded by classification actions and selection for a training course established as a condition of promotion eligibility.

SECTION E. *Basic Eligibility.* All candidates for promotion must meet all legal requirements and the screening factors established in the appropriate PEP. Screening factors normally include the following:

1. Minimum training and experience required by the Qualification Standards for Positions Under the General Schedule, and Job Qualification System for Trade and Labor Occupations.
2. Physical requirements of the position.
3. Time-in-grade requirements established by Office of Personnel Management (OPM).
4. Additional placement factors may be used as supplementary requirements as determined by management. When selective placement factors are used, the Union will be notified and afforded an opportunity to negotiate the impact.
5. Special requirements may be used as determined by management.
6. Written test as required by or as approved by OPM.

SECTION F. *Evaluating and Ranking Candidates.*

1. All candidates who meet the minimum qualification standards and other eligibility requirements are ranked in order on the basis of the ranking factors specified in the appropriate skills identified with Resumix.
2. One or more of the following ranking factors are applied in the ranking process to determine which candidates will be placed in the final round of competition:
 - a. Training, Education, and Experience. Ratings measure and compare such aspects as scope, quality, pertinence, timeliness, and the quantity of a candidate's work experience, education, and training in relation to requirements of the job being filled.
 - b. The current Supervisory Appraisal System.
 - c. Written Tests.

SECTION G. *Interview of Eligible Candidates.*

Internal eligible candidates, who meet the minimum qualification standards and other eligibility requirements, will be interviewed.

SECTION H. *Information to Competing Internal Candidates.*

The selecting supervisor will inform the internal candidates interviewed in the selection process of the final selection. An unsuccessful internal candidate may, upon request, be informed how the selected candidate was the best qualified for the position. If the request is in writing, the reply will be in writing.

SECTION I. *Release of Employees.*

Employees selected for promotion will be released from their present job within 2 weeks, unless a later date is agreed upon by both releasing and gaining supervisors. In no case will the period exceed 30 days.

SECTION J. *Special Promotion Policies and Procedures.*

1. Positions Covered by Career Programs. The policies and procedures established by a DoD or Army Career Program will apply when filling positions covered by such programs.

2. Additional Policies and Procedures.

a. Supervisors and members of Management may not select, promote, or advance one of their relatives to a position at the U.S. Army Recruiting Battalion, Denver, CO, nor may they advocate such action. Relatives include not only immediate family, but also uncles, aunts, cousins, nephews, in-laws, etc.

b. Once the promotion process begins, there will be no changes in: appraisals of candidates, test scores, experience, and training records, unless an administrative error has been made. If it is determined during the promotion process that the qualification requirements must be changed for any reason, the vacancy announcement may be canceled and re-advertised with the new qualification requirements.

SECTION K. *Keeping Employees Informed.*

The Employer will post a copy of the Merit Promotion Plan on the appropriate bulletin board. CPAC is responsible for answering specific questions regarding the operation of the Merit Promotion Plan that cannot be answered by the immediate supervisor.

SECTION L. *Promotion Records.* To ensure that information on promotion registers and promotion certificates is not disclosed to unauthorized personnel, accidentally or intentionally, the following procedures apply:

1. Supervisors, subject matter specialists, and CPAC employees who participate in any of the critical examination processes, such as determining eligibility, screening, or relative ranking, must recognize and fulfill their responsibility to safeguard the details of their work and result of application of examination techniques.
2. Employees' access to promotion materials is limited to information pertinent to them. Employees are also entitled to know who was selected for promotion.
3. Inquiries about formal or informal appraisals obtained in the promotion process are referred to the supervisor who appraised or evaluated an employee.
4. Employees who believe that provisions of this plan were not followed should discuss complaints initially with their immediate supervisors. If the matter cannot be resolved, employees may contact the CPAC in an effort to obtain information regarding solution of the problem(s).

ARTICLE 23

DETAILS

SECTION A. Assignments that enhance qualifications or offer promotion possibilities will be rotated among qualified employees under the detailing supervisor.

SECTION B. Requests for details over 30 days will be prepared on the Standard Form 52 and contain the reasons for the detail.

SECTION C. All details of more than 30 days will be made a matter of record in an employee's official personnel folder. The experience gained on a detail may be used as appropriate in making qualification determinations.

SECTION D. Details of 5 days or more will be noted on employee's Supervisor's Employee Record File. Upon request, this information will be made available to employees so they may document cumulative details and forward it for inclusion in their Official Personnel Folders. Employees may submit appropriate documentation through their supervisors and receive assistance from the supervisors to describe the duties performed while on detail. Documentation must have at least 30 days accumulated detail time before submission.

ARTICLE 24

DISCIPLINARY AND ADVERSE ACTIONS

SECTION A. *General.* Maintaining discipline is not normally a problem in working environments where reasonable rules and standards of conduct and performance are clearly communicated and consistently enforced; where supervisors set a good example; where aspects of conduct and performance needing improvement are identified in a way that respects the employee's dignity; where employees are treated fairly and are encouraged to improve; and where good performers are recognized. Constructive discipline seeks to develop, correct, and rehabilitate employees; to encourage their acceptance of appropriate responsibilities; and to prevent, if possible, situations where there is no alternative but to penalize. When there is an indication that the employee is experiencing social or personal problems, this needs to be considered before deciding on disciplinary action. When penalties are appropriate, they are applied as consistently as possible considering the particular circumstances of the cause(s) for disciplinary action.

SECTION B.

1. The disciplining official will consider whether the penalty is fair, equitable, and no more severe than that which sincere judgment indicates is required to correct the attitude or conduct of the employee or to correct the situation. This provision will not prevent the Employer from taking any appropriate action but will require prior consideration of these factors. All actions taken under this Article will be initiated in the most expeditious manner and in accordance with the provisions of appropriate regulations.

2. Employees have the right to respond to any allegation or actions taken against them. When an oral admonishment is administered, it will be maintained in the Supervisor's Employee Record File and the employee will be provided a copy.

SECTION C. Disciplinary and adverse actions will be processed in accordance with the provisions of this article, except where they differ with the law. In that case, the law will prevail.

SECTION D. The Employer will informally discuss with an employee, if available, the basis for any disciplinary or adverse action. This discussion and careful consideration of the employee's views will take place before the Employer issues any written notice of proposed disciplinary or adverse action. The notice of proposed disciplinary or adverse action will inform the employee of their right to Union representation. Counseling on unfavorable or adverse situations will be conducted in private.

SECTION E. The Employer will immediately furnish the employee an extra copy of all proposed disciplinary or adverse actions and decisions. Employees, in preparing and presenting a reply to the proposed action(s), may represent themselves, be represented by the Union, or by another person of their choosing. After the decision has been issued, employees may represent themselves or be represented by the Union in the grievance procedure. If the affected employee elects to use the statutory appeal procedure, they may designate the Union or other representative of their choice. If the employee elects to be represented by the Union, copies of all subsequent correspondence addressed to the employee will be furnished to the Union representative, at no cost to the employee or the Union.

SECTION F. The following procedures for taking disciplinary or adverse actions will be followed for any action other than an oral admonishment. The Negotiated Grievance Procedure in this agreement will be the exclusive procedure available to bargaining unit employees for the review of these disciplinary actions, except those subject to statutory appeal procedures, i.e., suspensions over 14 days and removals:

1. If the Employer determines that a disciplinary or adverse action is appropriate, the following procedures will be followed:

a. The Employer will prepare a proposed notice stating specifically and in detail the reason for the disciplinary or adverse action. The proposed notice will be served on the employee within a reasonable period of time after the occurrence of the alleged offense or when the alleged offense becomes known to the Employer.

b. The employee will be given a reasonable amount of time to respond orally, in writing, or both. This period will not exceed 15 working days from receipt of the proposed notice.

c. The Employer will issue a written decision within 20 working days from the expiration of the time allowed for reply.

d. Disciplinary and adverse actions taken as a result of the employee's misconduct will be taken within a reasonable time and without discrimination. Disciplinary and adverse actions taken as a result of the employee's misconduct will be processed in accordance with the appropriate regulations and supplements thereto. The following factors, commonly referred to as the Douglas Factors, are recognized as relevant to disciplinary actions and adverse actions taken as a result of the employee's misconduct:

(1) The nature and seriousness of the offense, and its relation to the employee's duties, position and responsibilities, including whether the offense was intentional or

technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated.

(2) The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position.

(3) The employee's past disciplinary record.

(4) The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.

(5) The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties.

(6) The consistency of the penalty with those imposed upon other employees for the same or similar offenses in like or similar circumstances.

(7) The consistency with the Guide to Disciplinary Actions.

(8) The notoriety of the offense or its impact upon the reputation of the Army.

(9) The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.

(10) The potential for the employee's rehabilitation.

(11) The mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment or bad faith, malice or provocation, or the pain of others involved in the matter.

(12) The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others. Adverse actions taken as a result of other reasons; i.e., unacceptable performance, reduction-in-force, etc., will be administered in accordance with applicable regulations.

e. The employee will be afforded 15 working days from receipt of the decision to file a grievance. For suspensions over 14 calendar days, or removals, a grievance under the negotiated grievance procedure or appeal to the Merit Systems Protection Board (MSPB) will be filed within prescribed time limits.

ARTICLE 25

EMPLOYEE DEBTS

SECTION A. Normally, the Employer will not be placed in the position of collecting an employee's debts owed to private creditors, or determining the validity of such debts, except with respect to court orders which compel garnishment of the employee's wages to satisfy the employee's debts owed to private creditors, child support, or alimony.

SECTION B. Employees are expected to pay their just debts and maintain a reputation in the community for honoring debts.

SECTION C. If an employee is to be served with a warrant, summons, or subpoena on the Employer's premises, the serving of the document will be done away from the employee's work site. In the event an employee refuses to go to the designated area, the document may be served at the work site.

ARTICLE 26

NOTICE ON CHANGES TO WORK FORCE MIX

The Employer will give the Union notice as far in advance as possible of its intention to use military personnel, which could result in a reduction in a unit civilian work force or demotion for a unit employee. Such advance notice will provide the rationale for making the contemplated change and will afford the Union an opportunity to negotiate on the impact.

ARTICLE 27

CONTRACTING OUT OF WORK

SECTION A. The Employer will meet and confer with the Union regarding any study of a function considered for contracting out which affects employees within the bargaining unit. We will comply with all provisions of this Agreement and all applicable laws, rules, and regulations concerning contracting out.

SECTION B. The Employer will inform the Union President when contemplating the possibility of contracting out work being done by bargaining unit employees. Further, the Employer will keep the Union apprised of the development of the consideration to contract out.

SECTION C. The Union will be kept informed on the progress of commercial activities' studies of bargaining unit positions. Activities conducting such studies will meet and confer with the Union as frequently as necessary while the studies are ongoing. Briefings will be held with affected bargaining unit employees for the purpose of providing information about contracting out as well as encouraging their input about how to streamline operations.

SECTION D. The Employer will notify the Union when a site visit will be conducted for potential bidders of any function undergoing a commercial activity's study which contains bargaining unit employees. A Union representative may attend the "walkthrough" held for potential bidders.

SECTION E. The Employer will provide to the Union, upon request, information not prohibited by laws, rules, or regulations concerning cost comparison studies. After the completion of studies, periodic briefings will be held between the Employer and the Union to provide the Union with appropriate information on decisions affecting unit employees. This includes information on decisions to keep the function in-house or to contract it out.

SECTION F. *If the Decision is to Contract Out.*

1. We will meet and confer to assess the impact on bargaining unit employees and to minimize any adverse impact. If unit employees are displaced, the Employer will make every reasonable effort to minimize the impact on employees.

2. Employees who are adversely affected by the decision to contract out will be advised of their rights pertaining to the right of first refusal, RIF, and severance pay.

3. The Employer will retrain affected career employees, if necessary, when they are reassigned as a result of contracting out.

SECTION G. We recognize the "right of first refusal" which provides that the contractor will grant applicable employees, displaced by the direct result of contracting out, the right of first refusal of employment openings created by the contractor. Refusing the right of first refusal, because of displacement due to contracting out, will not deny a bargaining unit employee of any rights they might otherwise have under applicable RIF procedures; however, such refusal might affect the employee's entitlement to severance pay.

ARTICLE 28

ALTERNATIVE DISPUTE RESOLUTION

PURPOSE: The Employer and the Union are committed to the use of Alternative Dispute Resolution (ADR) problem-solving methods to resolve disputed matters and to foster a good Labor/Employer relationship. Employees, Employer, and Union Officials involved in the development and use of ADR will be trained in the principles and methods of ADR.

SECTION A. *Definitions and Intentions.*

1. ADR is an informal process, which seeks early resolution of employee(s), Union, and Employer disputes.

2. Any ADR process or programs must be jointly designed by the Employer and Union. ADR should be effective, timely, and efficient. It should focus on conflict resolution, problem solving, and foster a cooperative relationship.

3. ADR may include, but is not limited to mediation, interest-based problem solving, conciliation, facilitation, and neutral fact finding. Examples of some sources for third-party mediators are: trained Employer representatives, Union officials, and other federal employees on a roster of trained neutrals.

SECTION B. *Rights and Responsibilities.*

1. The Employer and the Union have the responsibility to provide information about the ADR option for dispute resolution. ADR should be undertaken in good faith.

2. Employees may voluntarily use the ADR process to resolve individual concerns with the mutual consent of the Employer and the Union. The Employer and Union agree to encourage the use of ADR except for the most frivolous matters.

3. Settlement agreements resulting from ADR processes are final when written, reviewed for CPAC and legal sufficiency, and signed by the parties to the dispute or their representatives.

4. ADR resolutions and agreements to use ADR are not precedent setting. Settlement agreements under ADR cannot conflict with or supersede negotiated agreements.

5. Agreements to enter into the ADR process must state the objectives of all parties to the dispute as well as a commitment from all parties to the dispute to resolve their differences in a non-adversarial environment.

6. The parties to the dispute have the authority to use ADR at all stages of the dispute. It may be used prior to or during a grievance/arbitration or statutory appeal. In the use of ADR processes, contractual time frames will be stayed by mutual agreement. Statutory or regulatory time frames cannot be stayed.

7. The Employer and the Union agree to ongoing evaluation to improve the process.

ARTICLE 29

GRIEVANCE PROCEDURES

SECTION A. *Purpose.* The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

SECTION B. *Scope of Coverage.*

1. A grievance means any complaint:

a. By any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employee;

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

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

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

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

2. The procedure contained herein will be the sole procedure available for resolution of grievances of employees in the unit and the parties thereto, except as provided in paragraph 4 of this section.

3. The parties to this Agreement and all employees within the unit will be entitled to use the procedures contained herein. The procedure will not be available to any employee outside of the bargaining unit.

4. An aggrieved bargaining unit employee affected by discrimination, a removal, or reduction-in-grade based on unacceptable performance, or other adverse action under 5 U.S.C., Section 7512 or Section 4303, may, at their option, raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. For the purposes of this provision and pursuant to 5 U.S.C., Section 7121, employees will be deemed to have exercised their option under this provision in adverse actions when the employee files a timely notice of appeal under the statutory procedure or files a timely grievance, in writing, under the provisions of this article.

SECTION C. *Exclusions.* The following matters are specifically excluded from this procedure. Any claimed violation relating to:

1. Subchapter I 11 of Chapter 73, 5 U.S.C. (relating to prohibited political activities).
2. Retirement, life insurance, or health insurance.
3. A suspension or removal under 5 U.S.C., Section 7532 (relating to national security).
4. The classification of any bargaining unit position that does not result in the reduction in grade or pay of a bargaining unit employee.
5. Any examination, certification, or appointment.
6. Non-selection for promotion from a group of properly ranked and certified candidates.
7. An action terminating a temporary promotion within a maximum period of 2 years, and returning the employee to the former position or comparable position from which they were temporarily promoted or reassigned.
8. Non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award.
9. Preliminary notice of proposed action, which if effected, would be covered under the grievance system.
10. Separation actions taken on an employee serving a trial or probationary period.

SECTION D. Unresolved questions about whether a grievance is based upon a matter subject to the Grievance and Arbitration Procedures of this Agreement, may be referred by either party to arbitration as a threshold matter.

SECTION E. *General Provisions.*

1. Official Time. A reasonable amount of official time without charge to leave will be afforded in accordance with the following:
 - a. To the employee and the Union representative to discuss, informally, with the

employee's first-line supervisor any grievance or complaint the employee may have. This meeting will take place only after the employee has informed their supervisor that they are aggrieved, the subject of their grievance, and that they desire Union representation.

b. To the Union representative to discuss informally or formally with the appropriate Employer-official any complaint the Union may have concerning matters under this Agreement.

c. To the employee and the Union representative for preparing and presenting a formal grievance or preparation for an arbitration hearing.

d. To a Union observer in those instances where this procedure provides for such an observer.

2. Representation Rights. An employee is entitled to a Union representative at any stage of the grievance procedure. Any unit employee may present and process a grievance under this procedure without the intervention of the Union, except that only the Union or the Employer may invoke arbitration. If employees represent themselves, the Union will be given an opportunity to be present during the grievance proceeding.

a. The Union representative for the organizational segment in which the grieving employee works unless extenuating circumstances, as determined by the Union, exist which precludes them from acting on the employee's behalf. If the representative is other than the Steward, the extenuating circumstances and the designation will be in writing to the supervisor by the Union.

b. In the event of a group grievance, the representation in paragraph (1) above will apply, but only one Union representative will be allowed for the entire group.

3. Time Limits. Failure of the Employer to meet the prescribed time limits will permit the employee or the Union to move the grievance to the next step of the grievance procedure. Failure of the employee(s) or the Union to meet the prescribed time limits will constitute withdrawal and termination of the grievance. Requests for extension and agreements to extend time limits will be in writing and submitted within the prescribed time limits.

4. Contents of Grievance. Every grievance filed under this procedure should contain the following:

a. The name(s) of the grieving employee(s) or a statement that the grievance is filed on behalf of the Union.

b. The nature of the grievance and the specific contractual provision in question, if any.

c. If an employee grievance, a statement as to how the employee is personally affected and the personal relief requested.

d. If a Union grievance, the specific corrective action or interpretation requested or desired.

SECTION F. *Procedural Steps.*

1. Employee Grievances. An employee having a grievance subject to this Agreement will take the following steps:

a. Informal discussion. Within 15 working days of the action complained of, or the date the employee learns thereof, whichever is later, the employee should discuss resolution with their immediate supervisor. If not resolved, the employee may notify the supervisor and Steward of desired Union representation. Within 5 working days of this notification, the supervisor will coordinate with the employee and the Union representative to schedule a meeting. Supervisors are encouraged to contact the Civilian Personnel Office for advice and counsel prior to the meeting. Within 10 working days after the meeting, supervisors will notify employees of their decision. If the grievance is in writing, the decision will be in writing. If the employee desires further review, they may file a formal written grievance within 15 working days.

b. Formal Grievance.

Step One. The written grievance will be filed with the Executive Officer, or comparable level Employer-official (reviewing authority) under whom the employee serves. Within 15 working days from receipt of the grievance, a written decision will be provided to the employee. During the said 15-day period, the reviewing authority will consider all evidence, statements of the employee and the Union representative, and conduct such investigation and interviews as in their opinion are necessary to resolve the complaint. If the employee desires further review, they will, within 15 working days after receipt of the reviewing authority's decision, request review by the Final Administrative Authority (Step Two).

Step Two. A request for review by the Final Administrative Authority will be directed to the CPAC, who will forward it immediately to the Commander, or designee, who is the Final Administrative Authority. The Final Administrative Authority will

render a written decision to the employee within 15 working days of receipt by the CPAC of the request for review.

Step Three. If the matter is not resolved to the satisfaction of the aggrieved party, the Union may invoke arbitration.

2. Union Grievance. The Union may initiate grievances as follows:

a. Union representative informally discusses and resolves the grievance with the appropriate Employer official within 15 working days of the occurrence of the event, or the date on which it became known to the Union, whichever is later, which gives rise to the grievance.

b. If unresolved, the Union files a written grievance with the Commander, or designee, within 15 working days after said discussion.

c. The Commander, or designee, provides a written decision within 15 working days after receipt of a written grievance from the Union.

d. If still unresolved, the Union may invoke arbitration.

3. Employer Grievances. The Employer may initiate grievances as follows:

a. The Employer informally discusses and resolves the grievance with the Union President or their designee within 15 working days of the occurrence of the event that gave rise to the grievance.

b. If unresolved, the Employer files a written grievance with the Union President within 15 working days after said discussion.

c. The Union President or designee provides a written decision within 15 working days after receipt of the written grievance from the Employer.

d. If still unresolved, the Employer may invoke arbitration.

SECTION G. *Arbitration.* If the Union or the Employer invokes arbitration, the procedures described below will be followed:

1. Only the Union President or the Final Administrative Authority (or their designees) may invoke arbitration.

2. Within 20 working days from the date of the receipt of the final decision, either Party may request a list of impartial persons qualified to serve as arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will meet within 5 working days after receipt of the list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list, and will then repeat this procedure until only one name remains on the list. The remaining person will be duly declared the arbitrator.

3. If for any reason the Employer or the Union refuses to participate in the selection of any arbitrator, the FMCS will be empowered to make a direct designation of an arbitrator to hear the case.

4. The arbitrator's fees, incidental expenses, and travel pay will be borne equally by the Union and the Employer. The arbitration hearing will be held, if possible, on the Employer's premises during regular day shift hours of the basic workweek. Participants in the hearing will be in duty status.

5. The Parties will arrange a mutually satisfactory time to hear the grievance, at which time both Parties will appear and present testimony either orally or in writing.

6. The arbitrator's award will issued within 45 calendar days of the hearing and will be binding on the Parties. Either Party may file an exception to an award with the Federal Labor Relations Authority.

ARTICLE 30

DUES WITHHOLDING ARRANGEMENTS

SECTION A. The Agency will furnish Standard Forms 1187, *Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues*, to eligible members desiring to authorize an allotment for withholding of dues from their pay.

SECTION B. The Union will inform and educate its members concerning the program for the allotment of dues and the uses and availability of Standard Forms 1187.

SECTION C. An employee in the unit may submit an initial Standard Form 1187 to the CPAC, through the Local, at any time. The President or Treasurer of the Union will certify on each Standard Form 1187 that the employee is in the unit and is a member in good standing in the Local, and will insert the amount of dues to be withheld. The Treasurer of the Union will forward the completed Standard Form 1187 to the servicing CPAC.

SECTION D. Allotments will be effective at the beginning of the first full pay period after receipt of the Standard Forms 1187 by the servicing Customer Service Representative (CSR), provided it is received not later than 3 working days prior to the beginning of the pay period.

SECTION E. The Defense Finance and Accounting Service (DFAS) will submit a listing of the members and amounts withheld to the designated officer of the Union. The list will also include the names of those employees for whom allotments have been permanently or temporarily stopped during that pay period and the reason therefore; e.g., moved out of the unit, separation, Leave Without Pay status, or insufficient income during pay period.

SECTION F. A member may voluntarily revoke their allotment for the payment of dues by completing Standard Form 1188, *Revocation of Voluntary Authorization for Dues*, on their anniversary date and submitting it in duplicate directly thru the Local to CPAC.

ARTICLE 31

USE OF OFFICIAL FACILITIES

SECTION A. The Employer will, whenever practicable, and whenever available, provide a room for meetings of the Union after the normal duty hours of the unit employees involved. The Employer will normally give 10 working days notice to the Union prior to cancellation of the use of this room.

SECTION B. The Employer will provide access to all directives, publications, and Employer supplements to the Union, when requested.

SECTION C. The Employer will allow the Union to use computers, the Local Area Network, and other devices to disseminate and receive Union and Management information.

ARTICLE 32

OFFICIAL FACILITIES FOR EMPLOYEES

SECTION A. The Parties agree that lunch and vending areas are provided for employee comfort and enjoyment. The Employer will continue to provide a similar level of facilities as currently exists. The Employer and the Union will continue to encourage employees to maintain the cleanliness of the facilities.

SECTION B. Adequate facilities, as determined by the Employer, will be provided so that handicapped employees have easy access to their work sites and other areas to which they may need to go from time to time.

ARTICLE 33

DISTRIBUTION OF THE AGREEMENT AND PUBLICITY

SECTION A. The Employer will provide copies of this Agreement to Employer-officials, supervisors of members of the unit, and each member of the unit.

SECTION B. Sufficient bulletin board space will be provided to the Union in appropriate work areas. This space is to be used to inform employees of matters of concern to them and for posting of official Union information. The Union will monitor its space. The Union agrees that posted material will be accomplished at Union expense and no posting will violate law or regulation.

SECTION C. The Staff Directory will contain the name, location, and telephone number of the Union.

SECTION D.

1. The Employer agrees that all new employees will be informed of their right to join or to refrain from joining the Union as part of the Orientation Program. The immediate supervisors will inform their new employees of the name of the Union officers and designated Union Steward(s) of the organization to which they are assigned.

2. A copy of the Negotiated Agreement will be provided to bargaining unit employees during the employee orientation. At that time, they will also be told about the exclusive status of the Union and furnished with a listing of Union officers and Stewards. The Union will be responsible for supplying adequate quantities of such lists of officers and Stewards for distribution by the Employer at the employee orientation.

3. CPAC will furnish the Union a listing of all employees in the bargaining unit once a year, which will contain the name, grade, and organizational unit of the employees.

4. The Union will be notified of all new employee orientation sessions and afforded the opportunity to address the employees.

ARTICLE 34

EFFECTIVE DATE AND DURATION OF AGREEMENT

SECTION A.

1. **Effective Date.** The effective date of this Agreement is the date of approval by the head of the agency or the 31st day after the Parties have signed and executed the Agreement, provided the head of the agency did not disapprove the Agreement within the previous 30 days, whichever is sooner.

2. **Terminal Date.** The terminal date of this Agreement is 3 years from the effective date.

3. **Modification of Agreement.** Except by mutual agreement, either party may give written notice to the other party within 30 days prior to the end of the date, which is 18 months after the effective date, of its desire to amend or modify certain Articles in this Agreement. When such notice is provided, the Party will furnish the other Party a copy of the proposed changes. Negotiation will start on a date mutually agreed upon by both Parties. Negotiations will be restricted to only those articles and changes so identified in advance. Any article, or portion thereof, of this Agreement may be amended or supplemented with mutual agreement of the Parties.

SECTION B. Either Party may give written notice to the other, not more than 105, nor less than 60 days prior to the terminal date of this Agreement, for the purpose of renegotiating this Agreement. The present Agreement will remain in full force and effect during the renegotiation of said Agreement, until such time as a new Agreement is approved.

SECTION C. If neither party serves notice to renegotiate this Agreement, the Agreement will be automatically renewed for 1-year increments, subject to the other provisions of this article.

SECTION D. Should any part or any provision of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation, or ruling, the invalidation of such part or provision of this Agreement will not

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement:

For the Employer

For the Union