

# Fort Stewart/Hunter Army Airfield Collective Bargaining Agreement

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## Article 1

### PURPOSE

Section 1. This Agreement is by and between Fort Stewart and Hunter Army Airfield elements of the 3rd Infantry Division; Installation Management Command; Forces Command (FORSCOM); US. Army Medical Department Activity; U.S. Army Dental Activity; Network Enterprise Center; Mission and Installation Contracting Command, Army Sustainment Command; the FORSCOM Mission Support Element; hereinafter referred to as Management or Employer; and Local No. 1922, American Federation of Government Employees (AFL-CIO), hereinafter referred to as the Union.

Section 2. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the federal service and the wellbeing of employees within the meaning of 5 USC 71, to establish a basic understanding relative to personnel policy, practices and procedures, and matters affecting other conditions of employment and to provide means for amicable discussion and adjustment of matters of mutual interest at United States Army Garrison Fort Stewart/Hunter Army Airfield, Georgia.

Section 3. The parties acknowledge that during the negotiations that resulted in this agreement the Union had the right and opportunity to make demands and proposals with respect to personnel policies, practices, and general working conditions affecting members of the bargaining unit. The Union agrees that the Employer may make changes to such personnel policies, practices, and general working conditions, provided such changes are not inconsistent with the terms of this agreement and the Union is consulted and given the opportunity to negotiate the impact and implementation as provided in Article 4 of this agreement.

## Article 2

### DEFINITIONS

Section 1. The parties agree that the following definitions of terms will govern dealing between the parties and will be mutually agreed on definitions where they appear in this agreement.

Section 2. Definitions.

a. Bargaining Unit — That group of individual employees occupying appropriated fund positions at Fort Stewart and Hunter Army Airfield represented by the Union as stated in the original grant of exclusive recognition, dated 30 September 1964, and subsequently amended. This unit description excludes all those employees occupying positions which are excluded by 5 USC 7112.

b. Consult — Has the meaning as defined in Article 4 of this Agreement.

c. Supervisor — Any individual, as defined in 5 USC 7103, who has the authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline or remove employees, to adjust their grievances or to effectively recommend such action, if the exercise is not merely routine or clerical in nature but requires consistent exercise of independent judgment.

d. Management Official — Any individual, as defined in 5 USC 7103, who is in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

e. Union — Refers to Local 1922 of the American Federation of Government Employees which is affiliated with the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO).

f. Steward — A representative appointed by the Union for the purpose of providing a vehicle for employees to utilize in the representation of matters to appropriate management officials.

g. Days — “Days” when used in this agreement mean calendar days unless otherwise specified.

h. Civil Service Reform Act (CSRA) — Refers to PL 95-434, the Civil Service Reform Act of 1978, as amended.

i. Union Officials — Elected officers of the Union in the positions of President; Executive Vice President; Vice President, Fort Stewart; Vice President, Hunter Army Airfield; Secretary-Treasurer; Chief Steward, Fort Stewart; and Chief Steward, Hunter Army Airfield.

j. Negotiate — Has meaning as defined in Article 4.

## Article 3

### MANAGEMENT RIGHTS

Section 1. Subject to Section 2 of this Article and in accordance with 5 USC 7106, nothing in this negotiated agreement shall affect the authority of any management official:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.

b. In accordance with applicable laws:

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

2) To assign work, to make determination with respect to contracting out, and to determine the personnel by which Employer operations are conducted.

3) With respect to filling positions, to make selections for appointment from among properly ranked and certified candidates from referral lists or any other appropriate sources.

4) To take whatever actions, in accordance with prevailing law and regulations, to carry out the Employer's mission during emergencies.

Section 2. Nothing in this negotiated agreement shall preclude the Employer and the Union from negotiating in accordance with 5 USC 7106(b):

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

b. Procedures which management officials of the Employer will observe in exercising any authority under 5 USC 7106.

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC 7106 by management officials.

## Article 4

### MATTERS APPROPRIATE FOR CONSULTATION AND/OR NEGOTIATIONS

Section 1. It is agreed and understood that matters appropriate for negotiations or consultation between the parties are policies, programs, and practices affecting the working conditions of unit employees which are within the discretion and control of the Employer, including but not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force (RIF) practices, and hours of work.

Section 2. The following definitions of terms used in this Agreement will apply:

a. Negotiate — Good-faith bargaining between the parties with the objective of arriving at a formal decision or agreement on matters pertaining to working conditions of bargaining unit employees.

b. Consult — Meaningful discussions and/or written communications between the parties for the purpose of reviewing a management plan or proposal on matters pertaining to working conditions of bargaining unit employees, with the opportunity to make suggestions prior to Management’s final decision, and with no obligation to arrive at a mutually acceptable decision.

Section 3. The Employer and Union agree that the following procedures are applicable concerning changes to provisions in this agreement and concerning personnel policies, practices, and working conditions affecting members of the bargaining unit when such changes result from a new regulation or other directive of appropriate authority.

a. The Employer (i.e., originating individual or “office”) will provide the Union written notification of the proposed changes or implementation (with a copy provided to the Civilian Personnel Advisory Center (CPAC) not later than ten (10) days before the change or implementation goes into effect. The ten (10) day time frame will commence on the first full calendar day following the date on which the Union is otherwise appropriately notified.

b. The Union will within ten (10) calendar days inform the Employer (normally, the individual or office originating the management correspondence) in writing of the Union’s views on the proposed change or implementation and/or indicate the Union’s intent to consult or negotiate concerning the proposed change or implementation. Failure of the Union to respond in writing within ten (10) calendar days or request in writing an extension of consideration time during that period will be considered acceptance of the proposed change or implementation. Such extension of consideration time will not normally exceed five (5) calendar days unless otherwise mutually agreed upon.

c. If the Employer fails to provide Notice of Change in working conditions affecting an employee subject to this agreement to the Union, the Union is entitled to grieve the same on behalf of the employee within thirty (30) days of the change in working conditions under the grievance procedure in Article 16 described herein.

Section 4. It is further recognized that this agreement is not an all-inclusive document and the fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and negotiate on matters not originally covered by this agreement.

## Article 5

### RECOGNITION AND COVERAGE

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit as granted by the Commanding Officer's Letter of 30 September 1964 and the basic agreement approved 15 July 1965 by the Department of the Army, and as otherwise amended by the Federal Labor Relations Authority (FLRA).

Section 2. The Union recognizes the responsibilities of representing the interests of all such employees with respect to grievances, personnel policies, practices, procedures, and other matters affecting general working conditions of bargaining unit employees.

Section 3. The recognized bargaining unit does not include those employees described at 5 USC 7112 (b) and those not listed in the bargaining unit certificate:

- a. Management officials
- b. Supervisors
- c. Confidential employees.
- d. Employees engaged in personnel work in other than a purely clerical capacity.
- e. Employees engaged in administering the provisions of Title VII, PL 950454 (codified as 5 USC 71)
- f. Professional employees.
- g. Employees engaged in intelligence, counterintelligence, investigative or security work which directly affects national security.
- h. Employees primarily engaged in agency investigative or audit functions which directly affect the internal security of the agency.
- j. Temporary employees (less than six (6) months)

Section 4. Individual determinations regarding the appropriateness of positions as being either included or excluded from the bargaining unit, where contested, may be resolved through FLRA regulations and procedures.

## Article 6

### UNION REPRESENTATION/OFFICIAL TIME

Section 1. The Union may designate a maximum of one (1) steward per fifty (50) bargaining unit employees (BUE), so as to ensure an equitable distribution of stewards among organizations so that each employee in the unit will have reasonable access to a steward. This does not include the Chief Steward for Fort Stewart or the Chief Steward for Hunter Army Airfield.

Section 2. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis a complete list of Union Officials, stewards, and alternate stewards together with the organizational areas and locations where each has been assigned responsibility for representation.

Section 3. The Union will verify to the Employer at least quarterly that this list of Union Officials and stewards is current and/or update the list. Only such designated employees will be eligible for official time. The Employer agrees to recognize the officers, duly designated representatives, and stewards of the Union.

Section 4. Representational duties will be confined to the steward’s assigned directorate or organizational staff element. Exceptions to this may be made where there is a personal conflict of interest. In such cases, the Chief Steward for that site (Fort Stewart or HAAF) would assume the representational duties.

Section 5. Time during work hours granted to Union Officials and stewards, not charged to leave, will be designated as official time. Official time will not be accrued and carried over to following pay periods. The Union President has full discretion on distribution of official time within organizational elements up to the maximum time allowed. Official time is limited pursuant to the following table:

POSITION	Ratio / Union	Per Pay Period
President	1	50%
Executive Vice President	1	35%
Secretary/Treasurer	1	5%
Vice President, FS	1	5%
Vice President, HAAF	1	5%
Chief Steward, FS	1	5%
Chief Steward, HAAF	1	5%
Stewards	1 per 50 BUE	5%

Section 6. Activities for which properly designated Union representatives may appropriately use official time (i.e., excused absence) during duty hours without charge to leave or loss of pay include, but are not specifically limited to, the following:

- a. Stewards:
  - 1) Prepare and present to Management an employee grievance filed under the negotiated grievance procedure in accordance with the procedural steps.
  - 2) Attend formal and investigatory meetings between Management and employees within the steward’s assigned representational area when such meetings are called by Management.
  - 3) Participate in arbitration hearings in either a representational capacity or as a witness subject to the provisions of Article 16, Grievance Procedure.
  - 4) Consult with Management within the steward’s assigned area of responsibility over grievances, personnel policies, practices, or matters affecting working conditions of unit employees in the assigned area. Stewards at Fort Stewart will not participate as representatives in grievances at Hunter Army Airfield and vice versa.
  - 5) Participate in periodic CPAC/Union meetings (Limited to the Union President or their designee and one (1) other officer/steward). In cases where Management has three (3) or more present, the Union will be allowed to have the same number of representatives at the meeting.
  - 6) Participate in Management-Labor Council Meetings or Forums.

b. Union Officials:

- 1) Consult with Management either at Management's request or upon request of the Union on appropriate matters which would affect activity employees.
- 2) Attend formal meetings between Management and employees from throughout the bargaining unit when such meetings are called by Management.
- 3) Prepare and present Union grievances or ULPs to Management.
- 4) Prepare responses to Management grievances.
- 5) Participate in arbitration, MSPB, and EEO hearings in either a representational capacity or as a witness subject to the provisions of applicable laws, rules, regulations, this contract, and decision of the administrative judge.

Section 7. Subject to workload considerations, a reasonable amount of time during work hours may be granted to Union Officials, stewards, and aggrieved employees for attendance at hearings and meetings with Management. Subject to workload considerations, a reasonable time may also be allowed for officers and stewards to meet with employees to discuss, prepare for, and present grievances, appeals, discrimination complaints, and other appropriate matters.

Section 8. It is not intended that official time will be granted to any one steward for repeated service as a Union representative when such repeated service would unduly interfere with the performance of their regular duties.

Section 9. Use of official time for activities not authorized by this agreement, or failure to adequately describe the time used, may result in the retroactive denial of use of official time.

Section 10. It is agreed that there will be only one (1) representative on official time at the first step of a grievance or complaint. Further, official time will not be permitted for employees who are already in a leave status (e.g., annual leave, sick leave, LWOP, etc.), are working overtime unless health or safety is involved, or to perform representational duties outside the bargaining unit in which they are employed.

Section 11. It is expected that the use of telephones to conduct Union representational duties normally should not exceed ten (10) minutes per discussion.

Section 12. Internal Union activities are not considered to be of benefit to the Employer and will be conducted only during the employee's own time and not during duty time or in work areas. These activities include, but are not limited to, solicitation of membership; dues collection; voting or campaigning for Union office; distribution and posting of literature; and representational duties outside the bargaining unit described in this agreement.

Section 13. Should it be necessary for a Union steward to leave their work area, they shall request permission from their supervisor and the supervisor of the section they intend to visit as much in advance as possible. The steward will report to their

supervisor upon their return to their workstation. Such visits will be conducted as close as practicable to the aggrieved employee's work site.

Section 14. Prior to entering a work area which is under the authority of another supervisor, the Union representative will make arrangements with that supervisor to contact the employee. However, if the supervisor cannot release the employee at that time, the supervisor will advise the steward of a time when the employee will be available. Where delays in presenting grievances are caused by the supervisor's inability to release an employee, normally no more than twenty-four (24) hours, additional time for such purpose may be granted understanding the fact that workload considerations are paramount. Union Officials, stewards, and the employees they contact will report to their supervisors upon their return to work.

Section 15. An employee desiring to leave their job to secure the advice and assistance of the steward assigned to represent the area will obtain their supervisor's permission before doing so. However, if the supervisor cannot release the employee at that time, the supervisor will advise the employee of a time when they can be released from duty. The employee will report back to their supervisor upon returning to duty. Any employee desiring to confer with the steward assigned to the area will also obtain oral permission from the steward's supervisor before interrupting the steward's work.

Section 16. Contact between an employee and their steward assigned to represent their respective area will normally take place within the immediate vicinity of the employee's assigned work area so long as privacy can be assured.

Section 17. Each Union officer and steward shall report to work at their regular work site at the beginning of their respective shift, unless otherwise agreed to by a higher-level supervisor. Each Union officer and steward shall enter and remain in their work area only on their respective shift unless otherwise agreed to by a higher-level supervisor. Union representatives will not be on official time for conferences with Management held outside their regularly scheduled working hours.

Section 18. In order to account for the total hours and usage spent by Union Officials and stewards on approved Union activities, the following procedures will be followed: Union Officials and stewards will submit an Office of Personnel Management (OPM) Form 71 and annotate the proper date, time, and total hours in the "Other Paid Absence" section. In the "Remarks" section, Union Officials and stewards will annotate the reason for the use of official time by citing to a specific activity authorized in Section 6.

Section 19. Union Officials and stewards may receive and investigate, but shall not solicit, grievances from employees.

Section 20. Upon request of their steward, an employee's supervisor will arrange for a private facility in instances where the steward and employee request a private discussion.

Section 21. Action shall be taken by Management to make all supervisors of Union Officials and Stewards aware of the requirement that no restraint, interference, coercion, or discrimination will be used against a Union representative because of the performance of their representational duties and responsibilities. Failure to comply with this policy may constitute grounds for disciplinary action.

Section 22. Stewards are authorized to perform and discharge the representational duties and responsibilities which may be properly assigned to them by the Union. Each Union representative is authorized to consult with their respective Management official at their level and to conclude agreements on appropriate matters subject to approval by the Union President and authorized Management official. This presupposes prior notification to the CPAC.

Section 23. Authorized representatives of the American Federation of Government Employees who are not employees of the Employer will be allowed to visit the installation at reasonable times with as much advance notice as practicable to the Deputy to the Garrison Commander, or their designated representative, but not less than five (5) days. However, when the visit is only to the Union office to meet with individuals who are not otherwise in a duty status, no advance notice is required subject to applicable security regulations.

## Article 7

### EMPLOYER OBLIGATIONS

Section 1. The Employer agrees not to apply a new policy affecting Bargaining Unit Employees without consultation and/or negotiation with the Union, where appropriate, as outlined in Article 4.

Section 2. The Employer is obligated to consult and/or negotiate with the Union President or their designated representative concerning personnel policies and practices, and matters affecting work conditions, as appropriate, subject to law and policy requirements. The Employer agrees to notify the Union in accordance with Article 4 where anticipated changes relative to the foregoing matters may have an impact on employees of the bargaining unit.

Section 3. The Employer will endeavor to assure that all levels of staff and Management are apprised of their responsibilities under the provisions of this agreement, e.g., contract administration training.

Section 4. The Employer agrees to consider conducting labor relations training for Union stewards and representatives when the Union requests such training and the work load permits.

Section 5. The Employer agrees to consider allowing the Union to brief supervisors, upon request, on topics of interest to both parties.

## Article 8

### UNION OBLIGATIONS

Section 1. The Union agrees to encourage employees to actively support the Employer in its efforts to eliminate waste, conserve materials/supplies, improve the quality of workmanship, combat tardiness, absenteeism, carelessness and any other practices which restrict production and hinder efficiency, and encourage the submission of improvement ideas and cost reduction ideas.

Section 2. The Union agrees to make equitable use of its stewards to the degree practicable within the activities to which the stewards are assigned. Stewards normally will represent unit employees within the activity to which the steward is assigned. It is understood that a steward performs regular assigned duties, and although these duties are their primary concern, official time will be granted to allow the steward to perform appropriate duties as a Union representative in accordance with this negotiated agreement. It is also understood that participation in labor organizations safeguard the public interest and contribute to efficiency.

Section 3. The steward will have a working understanding of this agreement and be able to explain its provisions to the employees they represent.

Section 4. The Employer will neither designate a representative for an employee nor will the Employer require any employee or individual to serve as a representative of another employee. The Union recognizes that, in accordance with applicable regulations, it may not represent employees who are supervisory personnel or otherwise not in the bargaining unit, nor does this agreement apply to these employees.

Section 5. The Union agrees not to discriminate or refrain from representing any employee in the bargaining unit because of their failure to become or remain a member of Local 1922, AFGE.

Section 6. The Union and the Employer jointly recognize the importance of cooperating in coping with reduced energy supplies through conservation of fuels, electricity, water, and all other forms of energy. The Union recognizes the Employer's right to take reasonable measures to conserve energy and conduct recycling. The Union is obligated to support the concept of energy and waste conservation.

Section 7. Officers and stewards of Local 1922 will periodically advise members of the bargaining unit on the importance of conserving energy in such areas as gas, lights, heaters, vehicles (both government and privately owned) and other work resources. This will include appropriate announcements and notifications periodically at scheduled

Union meetings. Employees will jointly cooperate with Employer and the Union to conserve energy through conservation measures.

## Article 9

### MUTUAL OBLIGATIONS

Section 1. Supervisors will confer with the appropriate Union representative to assure uniform interpretation, understanding, and implementation of the basic agreement.

Section 2. In the event of conflict in interpretation, both the supervisor and Union representative will refer the matter for clarification to the Civilian Personnel Officer and the Union President.

## Article 10

### USE OF OFFICIAL FACILITIES

Section 1. Adequate government facilities will be provided, wherever practicable, for the conduct of daily Union affairs on behalf of the bargaining unit. Facilities will be subject to normal housekeeping and security requirements. Further, government facilities will be provided to the Union, wherever practicable, for meeting with individual employees regarding complaints and/or grievances and will ensure maximum privacy for such meetings.

Section 2. Full consideration will be given by Management to future requests for additional facilities or service consistent with applicable laws and regulations.

Section 3. In addition, all stewards will have access to Government telephones for local use when necessary in conducting proper labor-management relations activities. The location of these telephones will ensure these stewards of reasonable privacy.

Section 4. The Union will provide official communications via Department of Defense (DOD) Enterprise Email (DEE) email accounts.

## Article 11

### BULLETIN BOARDS

Section 1. The Union shall be afforded the right to post bulletin boards on the same basis as Management in terms of the number, size, and locations of official Management bulletin boards within serviced directorates and tenant commands. Union bulletin boards will be of reasonable shape, appearance, and dimensions. The Union will be responsible for the upkeep/maintenance of all such bulletin boards.

Section 2. Information posted on such bulletin boards will not be scurrilous, defamatory, libelous, or otherwise grossly inappropriate with regard to Management officials or others.

Section 3. The Union can share information on Fort Stewart and Winn Army Community Hospital websites that is mutually agreeable to both parties and which promotes effective communications and employee participation such as monthly Union meetings. A copy of the current Collective Bargaining Agreement shall be permitted to be posted to the Fort Stewart and Winn Army Community Hospital Websites.

## Article 12

### UNION-CIVILIAN PERSONNEL OFFICE MEETINGS

Section 1. The CPAC and the Union agree to hold meetings as deemed appropriate by the parties.

Section 2. Union-CPAC meetings should not deal with individual employee personal problems. They should be designed to accomplish such matters as:

- a. Provide the Union an opportunity to express its views on matters of general concern to activity employees.
- b. Identify problems in their embryonic stage.
- c. Provide Management an opportunity to share with the Union unclassified information concerning its mission, workload, budget, and other matters which will affect the workforce.
- d. Solicit Union support for such matters as worker suggestion, safety, blood-donor, charity drive, energy conservation, and employee productivity programs, and seek its assistance in reducing sick leave, Absence Without Leave (AWOL), and delinquent debts.

Section 3. Prior to any meeting, unless agreed upon beforehand, each party should provide the other party an agenda in writing of the topics to be discussed including an estimated duration of the discussion delineated by topics. When practicable, an agenda will be submitted five (5) working days in advance of the scheduled meeting.

Section 4. These meetings will be conducted informally and will be attended by an equal number of Management and Union representatives. Union representatives will be granted official time to attend these meetings.

Section 5. A summary of matters discussed at the meetings may be prepared by the attending Management representative/designee and copies submitted to the Union, upon request.

## Article 13

### PERFORMANCE APPRAISALS

Section 1. The performance appraisal systems used by activities subject to this agreement will comply with all current laws, rules, and regulations. The definition of terms for the purpose of interpretation of this agreement and for the administration of the performance appraisal system will be the same as those given in current regulations and subsequently issued updates, subject to the right of the Union to be consulted in advance with respect to any substantive proposed changes proffered by Management.

Section 2. The National Defense Authorization Act (NDAA) of 2010 directed DOD to design and implement a new performance management appraisal system to replace The Army Total Performance Evaluation System (TAPES) that is fair, credible, and transparent. To that end, the Office of Personnel Management (OPM), organizations that represent DOD employees (Unions and Federal Managers' Association), and other stakeholders collectively developed a new performance management appraisal system named the Defense Performance Management and Appraisal Program (DPMAP). The Army transitioned over 2,900 employees to DPMAP in April 2016 and will continue to phase employees to DPMAP through 2018. Management and the Union agree to work collectively to promote DPMAP to aid in the efficient and effective transition to this new performance management and appraisal program.

Section 3. Management and the Union agree that more frequent counseling promotes effective communication between employees and supervisors.

Section 4. An employee should not receive an overall rating of less than successful if the employee did not receive a scheduled counseling or any counseling for a performance deficiency.

Section 5. The primary purpose of the Values block of the performance appraisal will be to document positive aspects of the Ratee's contributions that do not necessarily relate to work performance in relation to Army Values. It is intended to foster communication, not to provide disparaging comments about the Ratee. Management should refrain from using this block as a means to comment on performance deficiencies.

## Article 14

### DISCIPLINARY ACTION

Section 1. The Employer and the Union agree that all employees are bound to adhere to the standards of conduct as outlined in appropriate regulations.

Section 2. Employer will ensure that newly assigned employees are informed of the standards of conduct specified in the appropriate regulations upon their entry on duty, and supervisors will ensure that these standards of conduct are brought to the attention of all employees at least annually.

Section 3. Any disciplinary action taken against an employee will be administered in accordance with governing regulations and will be taken only for such causes as to promote the efficiency of the service.

Section 4. Any grievance over a disciplinary action arising from an alleged violation of the standards of conduct may be filed at the Third Step under Article 16, Grievance Procedure. An employee must file the grievance within fifteen (15) working days after the effective date of the disciplinary action.

Section 5. If at any time an employee is being questioned by a supervisor or Management official on a matter that they reasonably believe may lead to disciplinary action, they have an absolute right to request that a Union representative be present as provided for in Section 7114 (a)(2)(B) of Title 5 USC. When an employee requests Union representation (unless subsequently waived), no further questioning or interrogation will take place until a Union representative is present. Absent extenuating circumstances, such representation will be provided within twenty-four (24) hours of the employee's request.

Section 6. A formal notice of proposed disciplinary action to activity employee will contain a statement whereby the employee may indicate that the Union may receive a copy of said proposed action.

Section 7. Management recognizes its responsibility to initiate disciplinary action, where warranted, within a reasonable amount of time after knowledge of the incident or infraction.

Section 8. When an employee does not elect to have the Union represent them, the Union will be permitted to have an observer present in accordance with applicable laws, rules, and regulations at all adverse action hearings on official time, subject to the terms of Article 6, only where settlement or resolution of the matter will be discussed. If resolution or settlement is not discussed the union may only attend such meetings with the employee's consent.

Section 9. If an employee is to be served with a warrant or subpoena, it should, to the extent practicable, be done in private without the knowledge of other employees.

## Article 15

### SETTLEMENT OF GENERAL DISPUTES

Section 1. Should any dispute arise between the Employer and the Union concerning the interpretation or application of this agreement, representatives of the parties shall make an earnest effort to resolve the matter through consultation and discussion for a period not to exceed thirty (30) calendar days, unless the parties mutually agree to extend the time frame.

Section 2. If such efforts fail to produce a mutually satisfactory understanding, either party may present its position in writing to the other party or their designated representative. If no satisfactory solution is reached at this level between the two parties, either party to the agreement will have the authority to invoke arbitration in accordance with the Arbitration Article and 5 USC Chapter 71.

## Article 16

### GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide a mutually acceptable method for the prompt settlement of grievances.

Section 2. Most grievances arise from misunderstands or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by the parties to settle grievances at the lowest possible level.

Section 3. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, their performance, their loyalty, or desirability to the organization. Similarly, the occurrence of occasional grievances or appeals will not be construed as reflecting unfavorably on the quality of supervision or on the general management of an organization.

Section 4. A grievance means any complaint:

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

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

c. By any employee, the Union, or the Employer concerning: 1) The effect, interpretation, or a claim of breach of this collective bargaining agreement;

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

Section 5. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at their option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purpose of this section and pursuant to Section 7121 (e)(1) of the

5 USC, an employee shall be deemed to have exercised their option under this section when the employee files a timely notice of appeal under the appellant procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 6. The following items are specifically excluded from coverage under this procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for national security reasons pursuant to Section 7532 or 5 USC.
- d. Any examination, certification, or appointment relating to employment.
- e. The classification of any position, which does not result in the reduction in grade or pay of an employee.
- f. Reduction-in-force.
- g. Non-selection from a properly ranked referral and selection register.
- h. Non-adoption of a suggestion.
- i. Termination of probationary employees or termination of temporary employees with less than six (6) months.
- j. Notice of proposed adverse actions.
- k. Furlough.

Section 7. Questions of grievability or arbitrability by either the Union or the Employer shall be referred to the arbitrator at Step Four of the negotiated grievance procedure as a threshold issue in the related grievance. In such situations, the arbitrator will first hear/consider the question of grievability and/or arbitrability.

Section 8. Union initiated or Employer initiated grievances may, at the election of the grieving party, begin the grievance at any step of the grievance procedure. Failure of Management or Union officials to answer written grievances within the time limits prescribed, unless mutually agreed to extend said time, shall permit the grievant or designated representative to refer the grievance to the next step.

Section 9. Time Limits. Other than those grievances concerning working conditions covered under Article 4, Section 3c, if any other grievance under this article is not addressed with the immediate supervisor of the grievant within fifteen (15) working days after the occurrence of their knowledge of the issue giving rise to the grievance, such grievance shall not be presented or considered at a later date. Extensions will be granted if mutually agreed upon by both parties.

Section 10. The Negotiated Grievance Procedure.

- a. The following steps will be followed in processing grievances:

Step 1: Within fifteen (15) days of the event or occurrence triggering the grievance, the grievance shall first be taken up by the aggrieved employee(s) with their first-line supervisor or at the appropriate level within the employee's organization. The Union steward for that activity may represent the employee and act on their behalf or the aggrieved may process the grievance on their own behalf without representation.

Step 2:

a. If the grievance is not settled within seven (7) working days from the date of the initial Step 1 meeting, and the grievant decides to pursue the issue, the grievance shall be reduced to writing, stating the Article and Section of the contract violated, if any, the corrective action sought and submitted to the Directorate Head or their designated representative, or other appropriate management/supervisory official, with a copy to CPAC, within seven (7) working days from the date of the Step 1 meeting.

b. The grievant and/or appropriate Union representative will meet with the Directorate Head or their designated representative within ten (10) working days after receiving the written grievance.

c. Any settlement reached will be reduced to writing by Management, signed by the grievant and Management, and a copy will be furnished to all parties. If no settlement is reached, a Memorandum for Record will be prepared by Management summarizing the grievance and the considerations accorded the grievant during the meeting. The memorandum will be furnished to the grievant and the CPAC within seven (7) working days.

Step 3:

a. If no settlement is reached during the Step 2 meeting, the grievance may be referred in writing within ten (10) working days of the Step 2 meeting to the head of the activity (e.g., Commander, USAG Fort Stewart/Hunter Army Airfield; Commander, MEDDAC; Director, Network Enterprise Center, etc.) with copy furnished to CPAC, Fort Stewart, Georgia.

b. The Commander or their designated representative will issue a decision within fifteen (15) working days from the date of referral to Step 3. Any Commander or the Commander's designated representative responding to a grievance will automatically be considered at Step 3 of the grievance process.

Step 4:

a. If no settlement is reached within thirty (30) work days from the date of the Step 3, only the Union President, Commander, or Commander's designated representative may refer the grievance to arbitration in accordance with the arbitration procedures in Article 18 of this agreement.

b. During Steps 1 through 3 of the negotiated grievance procedure, the Union or Management may amend the written grievance statement to cite additional Articles and Sections of the Agreement violated.

c. If new factual information related to the factual basis giving rise to the grievance is made known to either party, the party may amend their respective grievance accordingly, provided that the party seeking to amend the factual basis supporting their grievance did not willfully withhold the new factual information from the other party.

Section 11. Outline of Negotiated Grievance Procedure

STAGE OF GRIEVANCE	ACTION UNDERTAKEN	TIMEFRAME	SUPERVISORY LEVEL
Step 1:	a. Grievance initiated	a. Within 15 working days of event triggering grievance	a. Lowest appropriate level; usually the immediate supervisor
	b. Step 1-grievance meeting	b. N/A	b. Same as above
Step 2:	a. Step 2 grievance filed	a. Within 7 working days of a Step 1 meeting	a. Directorate Head or Designated Representative
	b. Step 2 grievance meeting	b. Within 10 working days of receipt of Step 2 grievance	b. Same as above
	c. Step 2 grievance response to employee	c. Within 5 working days of Step 2 meeting	c. Same as above
Step 3:	a. Step 3 grievance filed	a. Within 10 working days of a Step 2 meeting	a. Commander or Commander's Designated Representative
	b. Step 3 grievance decision	b. Within 15 working days of receipt of Step 3 grievance	b. Same as above
Step 4:	Arbitration invoked by Union or Management	Within 30 working days from date of Step 3 decision	Commander or Commander's Designated Representative

e—Employee Grievances.

Article 17

INTERPRETATION OF REGULATIONS

Section 1. Questions as to interpretation of published policies or regulations of a primary national subdivision, DOD, provision of law, or published regulation of appropriate authority outside the DOD will be resolved in the following manner:

- a. Upon receipt of a grievance and upon agreement that the sole issue is the interpretation of such a regulation or policy, the Employer will compile a record of facts

bearing on the case, including citation of the grievance and any other supporting material.

b. The aggrieved will be given the opportunity to review this submission and to submit such written comments, as they may desire, as part of the record.

c. The file will be forwarded to the proponent of the regulation or policy for official interpretation. The aggrieved will be notified in writing by the Employer that official interpretation is being sought from the proponent.

d. Upon receipt of the official interpretation, the aggrieved will be notified in writing by the Employer.

Section 2. No interpretation issue will be referred for an official determination under this procedure unless it is clear that the sole issue is the interpretation of a regulation or policy. The interpretation by the proponent agency will be binding on all parties; however, the application of the regulation may be negotiable.

## Article 18

### ARBITRATION

Section 1. Any dispute or grievance that cannot be settled under Articles 15, 16 or 17 of this agreement may be submitted to arbitration.

Section 2. Only the Activity Commander (or their designated representative) or the President AFGE 1922 (or their appointed designee) shall submit matters for arbitration. The party invoking arbitration shall submit the particulars of the matter in writing to the Fort Stewart/Hunter Army Airfield CPAC Labor Relations Officer and the other Party to the arbitration (Activity Commander or designated representative, or President AFGE Local 1922 or their representative).

Section 3. Matters for arbitration under Article 15 and Article 16 will be submitted not later than thirty (30) working days from the date of decision under these Articles. Matters for arbitration under Article 17 will be submitted not later than thirty (30) calendar days from the date of submission of a written position.

Section 4. Within five (5) working days from the date of the receipt of an arbitration request, the parties will jointly or individually request the Federal Mediation and Conciliation Service to submit a list of impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after receipt of such list.

Section 5. The Union and the Employer will alternately strike one arbitrator's name from the panel and shall then repeat this procedure. The remaining name shall be the selected arbitrator. The party striking the first name shall be determined by a coin toss.

Section 6. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear a case in the event either party refuses to participate in the selection of an arbitrator, or upon inaction or undue delay on the part of either party.

Section 7. Prior to the notification of the selection of a specific arbitrator, the parties shall meet for the purpose of defining the issues to be arbitrated. If agreement cannot be reached, the issues to be arbitrated, the Articles and Sections of the Agreement, the grievance, the decision at each step, and any other information as agreed to by the parties shall be forwarded to the arbitrator upon the confirmation of their appointment.

Section 8. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission to the arbitrator, and the arbitrator shall determine the issues to be heard.

Section 9. The fees and expenses of arbitration shall be borne equally by the parties.

Section 10. The arbitrator's award shall be binding on the parties. However, either party may file an exception to an award with the FLRA under regulations prescribed by the Authority.

Section 11. In the event an arbitrator's award is appealed to the Authority by either party, the award shall be stayed or delayed in accordance with the rules of the Authority.

Section 12. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement.

Section 13. It is understood that grievances which are not complex normally do not require a transcript, and where there is not mutual consent for providing a transcript, either party may elect to obtain such transcript at their own costs; however, the other party may not be privileged to such transcript except when they have equally shared the total cost of obtaining the transcript. Filing of briefs are optional to the parties at their discretion.

Section 14. The arbitration hearing will be held, if possible, on the Employer's premises during the shift hours of the regular day of the basic work week. Participants in the hearing whose regular tour of duty coincide with the hearing will be excused from duty without loss of pay or charge to leave such time for officials of the union will be reflected for time card reporting purposes as official time using the appropriate official time payroll code. Management will rearrange the tour of duty of other participants at the hearing unless such rearrangements would seriously handicap the operations of the organization.

Section 15. The arbitrator will be requested to render their decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 16. Where there is not already an arbitrator's decision upon the arbitrability of the issue, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing and shall first make a threshold determination as to merits of the case at the same hearing and shall make a threshold determination as to grievability before proceeding to consider the merits of the case. No decision on merits will be made should the arbitrator determine that the matter is not either arbitral or grievable.

Section 17. Where the parties consider it mutually desirable to do so, e.g., in an instance such as a highly complex case which could be expected to require several days of hearings, the parties may elect to have the issue of arbitrability/grievability and the issue involving the merits of the case considered separately.

## Article 19

### UNFAIR LABOR PRACTICE (ULP) CHARGES

Section 1. The parties recognize that ULP charges and subsequent proceedings are governed by 5 USC Chapter 71 and current and future regulations of the FLRA. No attempt is made here to modify, abridge, supersede, or otherwise take precedence over applicable law or regulations, and it is intended that this Article be interpreted in that context.

Section 2. Consistent with the philosophy reflected in Article 16, Section 2 of this Agreement, misunderstandings and disputes are ideally settled on an informal basis at the lowest practicable level. Like grievances, the Union and the Employer agree that it is beneficial to resolve disagreements before they elevate to the level of ULP charges. Toward this end, the parties will endeavor to create a climate whereby ULPs are not likely.

Section 3. In the event that one party does intend to charge the other with an ULP (as contemplated under FLRA regulations), the party to be charged will generally be given a copy of the charge, and reasonable opportunity to attempt resolution before the charge is transmitted to the FLRA Regional Office for consideration. The foregoing does not contractually bind either party to this course of action in any particular instance where an ULP charge may be filed, but rather, is an acknowledgement that disputes are best addressed in their infancy, and while not mandated by this agreement, a "cooling off" period may be utilized prior to the filing of a charge.

## Article 20

### PAYROLL DEDUCTION OF UNION DUES

Section 1. In conformance with applicable Civil Service Regulations and policies of Department of the Army, the Employer will withhold Union membership dues, as voluntarily allotted by unit members of the Union.

Section 2. Withholding shall include the regular periodic amounts required to maintain the employee as a member in good standing, but shall not include initiation fees, special assessments, back dues, or fines.

Section 3. Unit members participating in the dues withholding program must be members in good standing in the Union, as determined by the Union.

Section 4. Allotments for Union dues must be authorized on Standard Form 1187. The title of this form is "Request for Payroll Deductions for Labor Organization Dues." The Union is responsible for informing its members of the allotment program, its voluntary nature, the use and availability of the standard form, and the conditions governing revocation of allotments.

Section 5. Unit members wishing to participate in the dues withholding program must obtain Standard Form 1187 from the Union. The Union completes Section A of the form, and the employee fills in the remaining blanks. The Union is responsible for delivery of the completed original copy to the CPAC who then turns this in to Payroll.

Section 6. Standard Form 1187 must be received by the Civilian Payroll Office a full pay period prior to the beginning of the pay period during which the dues deduction is to be made.

Section 7. Union dues will not be withheld when an employee's net salary for the payroll period involved is insufficient to cover the dues after other legal and required deductions have been made.

Section 8. It is agreed that the amount of dues to be withheld shall remain unchanged until the Union certifies to the Civilian Payroll Office that the amount of dues has changed for a particular member, or members, showing the specific amount of the new deduction. Such changes shall not be made more frequently than once each 12 months, measured from the date of the last change made by the Union. Notification of dues changes must be received by the Civilian Payroll Office a full pay period prior to the beginning of the pay period for which the change is effective.

Section 9. An allotment for the deduction of dues may be revoked by the employee by submitting a Standard Form 1188. The revocation may not be effective for a period of one (1) year from the date the allotment was first made. Subsequently, an individual's revocation may be submitted at any time but will not become effective until the next

anniversary date, e.g., the first full pay period on or after 1 March. One copy of Standard Form 1188 will be sent immediately by the Civilian Payroll Office to the Union.

Section 10. Dues withholding will be discontinued when the allotter dies, retires, separates from federal service, transfers from the installation servicing Civilian Payroll Office, moves, or is reassigned to an organizational segment which has not been accorded exclusive recognition; upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD. Dues withholding will also be discontinued upon receipt of notice from the Union that the employee has resigned, been suspended, been expelled, or for any other reasons ceases to be a member in good standing of the Union. The Union is responsible for promptly submitting such notices to the Civilian Payroll Office.

Section 11. Remittances to the Union of dues withheld for its account shall be made no later than three (3) working days following the day on which the related salaries were paid to the employees. Such remittances will be made to the Union officer designated in writing by the Union to the Civilian Payroll Office. Remittances shall show the names of participating employees, the amounts withheld, and the pay period during which deductions were made.

Section 12. There shall be no charge by the Employer for deduction of Union dues.

## Article 21

### COST REDUCTION AND WORK IMPROVEMENT

Section 1. It is agreed that more efficient use of labor and resources will result in increased productivity. To this end, the Union agrees to cooperate with the Employer in efforts to reduce waste, recycle, conserve materials, safeguard employees' health, prevent accidents, and discourage unplanned absences through practical and mutually beneficial means.

## Article 22

### CONTRACTING OUT

Section 1. The Union recognizes that the Employer has the authority and responsibility to determine the methods, means, and personnel required to accomplish the mission of the employer. The Employer and the Union recognize that contracting for services by the Employer is subject to certain policies and restrictions imposed by laws and regulations having government-wide application.

Section 2. The Employer will give the Union as much notice as possible in advance of contracting actions which may adversely affect or displace career employees. In all

cases where contracting is utilized, the Employer will make responsible efforts to retain career employees.

Section 3. Rationale for the contracting of work in this category will be provided to the Union upon request. The Employer will provide the Union access and copies of records pertaining to a specific contract, unless prohibited by law and/or regulations by higher authority.

Section 4. In the event that the Employer requires that activity work be done by contract, bargaining unit employees will not be under the supervision of a non-federal supervisor unless the employee is so instructed by an individual who is already in a position of supervisory authority over them. This means that non-federal supervisors do not inherently exercise supervision over bargaining unit employees and will not do so unless it is approved by an individual with authority to do so (as determined by the Employer).

Section 5. When the Employer determines that activity work will be contracted out, the Employer will consult with the Union, upon request, concerning the impact on bargaining unit employees. This shall include, but is not limited to, specific procedures calling for reassignment, demotion, transfer, detail, retirement, or other matters affecting employees directly or indirectly by the contracting action.

## Article 23

### HOURS OF WORK

Section 1. Clean up time. Each major organizational element will, where necessary, determine and allot a reasonable amount of time sufficient for cleanup and storage of work tools and equipment. No across-the-board cleanup time will be established. In those instances where it has been clearly established that cleanup is required, fifteen (15) minutes is normally considered reasonable time; however, time required and allotted may vary depending on work areas and conditions.

Section 2. Break Periods. A break period of at least fifteen (15) minutes shall be granted to the employee at least once per four (4) hours worked. The number of breaks granted in excess of one (1) per four (4) hours worked ratio will be done on the basis of equity and reasonableness in the workplace. Breaks are understood to be applied so as to promote the efficiency of the work unit. Employees should be afforded a break opportunity after the initial two (2) hours of the assigned work shift have been performed but not later than four (4) hours. Time used throughout the work shift for calls of nature will not be applicable to break periods. A break period may be conducted away from the employee's work station, with supervisory approval, as long as the employee has returned within the fifteen (15) minute break period and has provided the supervisor means of contact while away from the work station in the event of an emergency recall. The burden is on Management to facilitate a duty schedule that provides sufficient staffing for break periods to be afforded.

Section 3. Meal Periods. Work shifts will provide for normal meal periods of no less than thirty (30) minutes but not greater than sixty (60) minutes in duration. A period of twenty (20) minutes will be granted and will be considered time worked for which compensation is allowed for those employees not otherwise permitted a normal meal period as defined above. Employees who are on normal meal periods that are not compensated will have no restrictions on where the meal period is conducted. The employee will be relieved from all work duties and may conduct their meal period away from their respective work station provided the employee provides the supervisor a means of contact while away from the work station in the event of an emergency recall. The burden to facilitate a duty schedule that provides sufficient staffing for meal periods to be afforded is on Management.

Section 4. Forbearance of Breaks and /or Meals. Management, at its discretion, can require the employee to forbear break and/or meal periods when workload considerations necessitate the same, provided that for each forborne break and/or meal period the employee shall receive compensation equal to the relevant break and/or meal period.

Section 5. Breaks and Meal Periods during Overtime Periods. The requirement for providing breaks and/or meal periods for an employee shall be based on the number of consecutive hours worked, calculated from the time when the employee officially begins work on any given day or shift. If an employee works beyond their normal tour of duty, they shall receive a minimum of one (1) fifteen (15) minute break for each additional four (4) hours worked, regardless of how this additional time is classified (e.g., overtime, compensatory time, credit hours). The employee shall be granted a meal period for every consecutive seven (7) hours of work regardless of whether said time is designated as regular time, overtime or a combination thereof.

Section 6. Physical Training. For employees other than those assigned to the Directorate of Emergency Services, with Supervisor concurrence, an employee may, for a one time period of six (6) months during their career, be granted time at the initiation or completion of their scheduled shift for physical training. Physical training time shall be limited (and not carried over) to three (3) hours of work time based on a forty (40) hour workweek. Said three (3) hours of work is to be completed in a maximum of sixty (60) minute increments to be performed at the initiation or completion of an employee's scheduled shift.

## Article 24

### FLEXIBLE WORK SCHEDULE AND CREDIT HOURS

Section 1. Purpose. For employees of USAG Fort Stewart/Hunter Army Airfield, the Flexitour Flexible Work Schedule (FWS) is the primary Alternative Work Schedule (AWS) available to employees. This Article sets forth Flexitour FWS procedures. Other major activities covered by this agreement (e.g., MICC, NEC, 3ID, MEDDAC, DENTAC, etc.) may continue to use a Compressed Work Schedule (CWS) as set forth in Article 25 of this Agreement as their organization's primary AWS, or may opt to adopt a FWS. In accordance with Article 4 of this agreement, any major activity not currently under a

FWS that wants to implement a FWS must notify the Union and, at the Union's election, bargain over the proposed change.

## Section 2. Definitions.

a. Flexible Work Schedule: A work schedule established under 5 U.S.C. 6122, that, in the case of a full-time employee, has an eighty (80)-hour biweekly basic work requirement that allows the employee, with their supervisor's approval, to determine their own schedule within the limits set by the agency; and in the case of a part-time employee, has a biweekly basic work requirement of less than eighty (80) hours that allows the employee, with their supervisor's approval, to determine their own schedule within the limits set by the agency.

b. Flexitour. A type of flexible work schedule in which an employee, with their supervisor's approval, is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed until the activity provides an opportunity to select different starting and stopping times.

c. Basic Work Requirement: The number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.

d. Core Hours: The time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required by the agency to be present for work. Core hours do not apply to employees working on shifts.

e. Credit Hours: Those hours within a flexible work schedule that an employee, with their supervisor's approval, elects to work in excess of their basic work requirement so as to vary the length of a workweek or workday.

f. Tour of Duty: Under a flexible work schedule, tour of duty means the limits set by an activity within which an employee must complete their basic work requirement.

## Section 3. Flexitour FWS.

a. Management reserves the right to deny or remove an employee from a FWS if: (i) the employee would be unable to complete the requirements of the position; (ii) the activity would have inadequate coverage during established business hours; or (iii) a critical mission of the organization would not be accomplished or would be unduly delayed or interrupted.

b. Employees must work an eight (8)-hour day, five (5) days a week, Monday through Friday. The Employee, with their Supervisor's approval, will determine their tour of duty (starting time, lunch period, and departure time). This tour of duty will be documented in accordance with activity procedures, with copies maintained by the supervisor, employee, and timekeeper. The Flexitour FWS fixed arrival time for the

workday will be between 0600 and 0900, and the fixed departure time will be between 1500 and 1800. Establishment of a credit hour schedule does not preclude a supervisor from approving an employee's occasional request for changes in the employee's start/end time or lunch period on a given day.

c. Consistent with paragraph a., an employee may request to work or change a FWS. The basic work requirement is forty (40) hours per week. A request must be made in writing to the supervisor at least one full pay period prior to the requested start date.

d. Core hours for employees on a Flexitour FWS are between 0900 and 1500, Monday through Friday. Employees must be on duty during core hours, except for scheduled and approved use of leave or credit hours, or during the unpaid lunch period. An employee working a Flexitour FWS that is not present for duty for the entire day cannot be charged more than eight (8) hours of leave.

e. Employees on a Flexitour FWS may work, earn, and use credit hours. See Section 4 for more information on credit hours.

f. When it becomes necessary for a supervisor to exercise their right to make a permanent change to the Flexitour FWS of an employee, the supervisor will provide a written notification at least one full pay period prior to the directed change date.

g. An employee with scheduled training shall be subject to termination of that schedule if training hours do not allow for a Flexitour FWS. This will be analyzed on a case-by-case basis. Employees will be removed from the Flexitour FWS while on temporary duty away from normal place of duty.

#### Section 4. Credit Hours.

a. Credit hours may be earned and used only by employees covered by a Flexitour FWS. Credit hours may be earned in fifteen (15) minute increments.

b. Credit hours are earned at the option of the employee with supervisory approval. Credit hours are distinguished from overtime or compensatory time in that they are not officially ordered or approved in advance by Management.

c. Credit hours may be worked and earned between 0600 to 0900 and 1500 to 1800, Monday through Friday.

d. Supervisors are responsible for ensuring that work is performed while credit hours are being earned.

e. For a full-time employee, the number of credit hours that they may carry over from a bi-weekly pay period to a succeeding bi-weekly pay period will not exceed twenty-four (24) credit hours. For a part-time employee, the number of credit hours that may be carried over from a bi-weekly pay period to a succeeding bi-weekly pay period will not exceed one-fourth (1/4) of their bi-weekly work requirement.

f. Credit hours may not be accumulated when their use would result in annual leave forfeiture at the end of the leave year.

g. It is the employee's right to use earned credit hours. The same procedures used to request annual leave will be used to request the use of credit hours (See Article 27 of this Agreement).

h. Credit hours used are counted as part of the basic work schedule requirement in which they are used. Credit hours will not be used to create or increase entitlement to overtime pay.

i. When an employee is no longer subject to a FWS, the employee will be paid for accumulated credit hours at their current rate of pay, limited to the maximum of 24 hours. An employee will not be compensated for credit hours for any other reason (e.g., excess unused credit hours that cannot be carried over into the succeeding bi-weekly pay period).

j. Employees may not earn credit hours for travel and may not be paid overtime pay, night premium pay, Sunday premium pay, or holiday premium pay for credit hours. Credit hours may not be earned by those that work at night, on weekends, or holidays.

k. Employees working a Flexitour FWS may only accrue credit hours to meet mission requirements. Any overtime or compensatory time request from employees working a Flexitour FWS must provide justification for not accruing credit hours.

l. The Tour of Duty for each employee will be properly annotated in the applicable time keeping system (e.g., ATAAPS).

m. Credit hours are not to be used by supervisors as a substitute for paying an employee overtime or accruing compensatory time. Employees are responsible for monitoring their accumulation and use of credit hours. Supervisors shall allow employees to liberally use/expend their accumulated credit hours as the mission may allow or dictate in an effort to help assure employees are not forfeiting credit hours earned in excess of the twenty-four (24) hours allowed for carry over from pay period to pay period.

## Article 25

### COMPRESSED WORK SCHEDULES

Section 1. A Compressed Work Schedule (CWS) comprises an eighty (80)-hour biweekly basic work requirement that is scheduled by an activity for less than ten (10) workdays. Such schedules may come in different forms but the most common CWS typically allows an employee to work eight (8) nine-hour days per pay period and one (1) eight-hour day per pay period with a regularly scheduled day off.

Section 2. The parties recognize that due to the diversity and complexity of work operations with the Fort Stewart/Hunter Army Airfield complex, no single overall generic CWS would suffice to serve the needs of management and employees in all situations.

Section 3. Given the foregoing resolutions, the parties have resolved to effect a CWS by activity on a case-by-case basis, based upon bilateral negotiations prior to implementation, as may best fit the precise nature of the affected activity. Each such agreement will become and be regarded as an addendum to this agreement insofar as it applies to the activity identified in that agreement.

## Article 26

### OVERTIME

Section 1. Management reserves the right to assign work and require employees to work overtime.

Section 2. Employees will be compensated for all overtime hours worked in accordance with law and government-wide regulation. Fifteen minutes is the minimum period of overtime that can be authorized.

Section 3. Supervisors are responsible for assuring the fair assignment of overtime work insofar as the requirements of the organizational unit will permit. As a general rule, first consideration will be given to employees currently assigned to that job classification who are desirous of an overtime assignment.

Section 4. Supervisors shall not assign overtime work to employees as a reward or penalty. Normally, the employer will, upon request, relieve an employee from an overtime assignment if their reason is valid and there is another qualified employee willing to accept the assignment and who is acceptable to Management.

Section 5. The shop steward may consult with the supervisor concerning the assignment of overtime in an effort to keep the overtime work fairly distributed among all employees as far as possible. All overtime records will be made available to the Union upon request.

Section 6. In the assignment of scheduled overtime, the Employer agrees to provide the employee with twenty-four (24) hours advanced notice. Any employee designated to work overtime on days outside of the basic workweek will be notified, except in cases of sudden or unanticipated work requirements demanding prompt attention, not later than one full workday prior to the scheduled overtime.

Section 7. Employees that work overtime shall be granted a fifteen (15) minute paid break period at least once per four (4) hour period worked.

Section 8. Employees called in to work outside of and unconnected with their basic workweek shall be guaranteed a minimum of two (2) hours of work.

Section 9. Overtime pay for Wage Grade employees regularly working a shift for which night shift differential is paid for the entire shift will be computed on the night rate, even though the hours of overtime worked extend into, or fall entirely within a day shift. When overtime work is performed on a non-workday, overtime pay is computed using the rate of the employee's last previous regularly scheduled shift.

Section 10. For General Schedule employees, night pay differential is in addition to overtime or holiday pay, payable under governing laws and regulations, and it is not included in the rate of basic pay used to compute overtime or holiday pay.

Section 11. General Schedule employees whose rate of basic compensation is in excess of the maximum basic rate of grade GS-10 may be required to take compensatory time off in lieu of overtime.

Section 12. Where a General Schedule employee has agreed to work overtime on a compensatory time basis in lieu of paid overtime, the Employer will make every effort to grant compensatory time off. Compensatory time off must be granted within a reasonable period of time after the overtime work was performed, ordinarily during the same pay period; however, where the exigencies of a particular situation will not permit compensatory time to be granted immediately, the time period may be extended, but not beyond the end of the thirteenth pay period following that in which the overtime work was performed. All such time off must be taken during the employee's basic forty (40) hour workweek.

Section 13. When scheduled overtime is anticipated to exceed two (2) hours after the normal work shift, employees shall be granted a fifteen (15) minute break period before commencing the overtime shift.

Section 14. Employees will request elected overtime or compensatory time in advance of work being performed. Overtime or compensatory time must be pre-approved. The elected request from an employee for overtime or compensatory time will provide justification for not utilizing credit hours.

## Article 27

### LEAVE AND ABSENCE

#### Sections 1-10: Annual Leave

Section 1. Application for annual leave will be made by the employee normally to their first-line supervisor either via an OPM Form 71 (Application for Leave) or an approved electronic timekeeping system. Approval of an employee's request for accrued annual leave may be granted, subject to work load requirements, and provided that the employee gives their supervisor a minimum of a seven (7) calendar day notice. The request will be approved or disapproved by the supervisor as soon as practicable after the request is made, which normally should not be more than three (3) working days. A copy or notice of the approval or disapproval will be furnished to the employee for their records.

Section 2. When employees can be spared from their duties, annual leave will be granted freely for personal or emergency purposes. When the Employer finds it necessary to cancel previously approved leave, and/or deny the specific leave period requested by an employee, the reasons for such action shall be explained and annotated either on the OPM Form 71 or in the approved electronic timekeeping system. Supervisory and Management officials will determine when and to what extent annual leave will be granted.

Section 3. The Employer will endeavor to schedule annual leave of not greater than two (2) weeks in continuous duration for vacation purposes on requests made prior to 1 February. The above applies to only one (1), two (2) week vacation period. When an employee has made their selection, they shall not be permitted to make a change when it affects the choice of another employee. The supervisor may approve a change in selection provided another employee's choice is not disturbed, and the employee can be spared from their duties. Employees will earn annual leave in accordance with applicable regulations. The minimum charge for annual leave is fifteen (15) minutes with additional charges in multiples of fifteen (15) minute increments thereafter.

Section 4. In the case of transfer of an employee from one internal organizational element to another, previously scheduled annual leave for vacation purposes will be honored by the Employer.

Section 5. Because of annual leave carry over ceilings, the Employer will make maximum efforts to grant leave that may be forfeited because it cannot be carried forward to the succeeding leave year. Any employee that is unable to use all annual leave (use or lose category) must request in writing for leave restoration to their immediate supervisor. Approval authority will be governed within each individual organization by policy.

Section 6. If, for any reason, the Employer schedules a temporary shutdown of operations or a shut down because of an Act of God affecting the employees of the unit, reasonable efforts will be made to either provide work for employees or place employees on administrative leave.

Section 7. Maximum consideration will be given to employees applying for leave on a workday that occurs on a religious holiday associated with the religious faith of the employee.

Section 8. An employee may be granted annual leave or leave without pay in case of a death in the immediate family. Immediate Family Member is defined per CFR 630.201.

Section 9. The employee, or person designated by the employee, will contact their supervisor to request unscheduled leave as soon as practicable when the need arises that requires their absence.

Section 10. Advanced annual leave may be requested for an amount not to exceed that which will be earned within the remainder of the leave year. Employees will complete an OPM Form 71 or other approved electronic timekeeping system application for leave to request advanced annual leave. Approval authority will be governed within each individual organization by policy.

Sections 11-23: Sick Leave

Section 11. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave and use it wisely as it will be available to them in case of extended illness.

Section 12. Consistent with 5 CFR 630.401, the employer will consider the employee's self-certification as sufficient evidence to support a charge to sick leave for absences of three (3) consecutive work days or less. The self-certification is accomplished by having the employee complete an OPM 71. However, nothing in this section prohibits the employer from requiring a medical certificate or other administratively acceptable evidence as to the reason for the absence, if they determine it to be necessary.

Section 13. When in individual cases there is suspicion that the sick leave right has been abused, an employee may be placed on leave restriction according to the following:

- a. 1<sup>st</sup> offense – No longer than ninety (90) days.
- b. 2<sup>nd</sup> offense – No longer than one hundred eighty (180) days.
- c. 3<sup>rd</sup> offense – One (1) year

In such cases the employee will be advised in writing that a medical certificate will be required to support a future grant of sick leave regardless of the duration.

Section 14. The amount of advanced sick leave granted to an employee's account will not exceed thirty (30) work days at any time. Where it is known that the employee is to be retired or where it is anticipated that they are to be separated, the total advance may not exceed the amount which can be liquidated by subsequent accrual prior to separation. A request for advanced sick leave will be submitted by the employee to their immediate supervisor with supporting medical evidence that the requested leave is required. Approval authority will be governed within each individual organization by policy.

Section 15. Employees will earn sick leave in accordance with applicable regulations. The minimum charge for sick leave is fifteen (15) minutes with additional charges in multiples of fifteen (15) minute increments thereafter.

Section 16. Employees that occupy positions such as those providing security, fire protection, utility services, safety services, and medical services may be required to notify their office, their supervisor, or the designated representative of their need for sick leave four (4) hours prior to shift change. All other employees that are not in positions specified above will notify the office named by the supervisor or designated representative as early as possible on the first day of absence. Normally, this is to be done during the first two (2) hours of the work shift.

Section 17. Except not permitting because of circumstances beyond their control, an employee will obtain approval of sick leave from their supervisor or designated representative at the telephone number provided by the supervisor within two (2) hours of the start of the employee's work shift. Requests will be reported by the employee personally via telephone and/or text message. If the employee is incapacitated and unable to personally contact their supervisor, other methods are acceptable such as by spouse or employee's representative. When using these alternative methods, the requirement remains to notify the supervisor within two (2) hours of the start of the work shift.

Section 18. When an employee is not fully incapacitated, or where a determination is made by a Federal Medical Officer (FMO), or a credentialed Medical Provider, the employee may be placed in light-duty status whereby the employer will make a reasonable effort to find light-duty to utilize the employee for a temporary period. If the light-duty lasts longer than one (1) week, the employee must provide sufficient medical documentation from a FMO or a credentialed medical provider to support additional light-duty in accordance with 5 CFR 630-403.

Section 19. When the supervisor does not suspect an employee of abusing sick leave privileges, advancement of sick leave to non-temporary employees that have completed their probationary period will be made in clearly established, deserving cases of serious disability or ailment.

Section 20. When the employee has exhausted all accrued sick leave credits, consideration will be given to the use of annual leave, which he or she may otherwise be required to forfeit, provided there is a reasonable assurance that the employee will return to duty. A written request from the employee, supported by a statement from the attending physician or credentialed medical provider, must be made for advancement of sick leave.

Section 21. Employees retiring for reasons of disability will be entitled to use accrued sick leave prior to separation consistent with current governing regulations.

Section 22. When an employee requests leave to care for a Family Member with a serious health condition, the employee's supervisor may require the employee to complete a Department of Labor Form WH-380-F. For the term "Family Member", refer to 5 CFR 630.201.

Section 23. Sick leave may be used for personal medical needs; funeral leave; care of a Family Member that is incapacitated by a medical or mental condition; attending to a Family Member receiving medical, dental, or optical examination or treatment; providing care for a Family Member with a serious health condition; or adoption related purposes. A supervisor may require an employee to provide a statement from a credentialed health care provider indicating that the Family Member will benefit from the employee's care or presence. A full-time employee may be granted a maximum of 480 hours of sick leave each year for all Family care purposes. A "serious health condition" is an

illness, injury, impairment, physical or mental condition that involves inpatient care or continuous treatment by a health care provider. The term “serious health condition” includes such conditions as cancer, heart attack, stroke, severe injury, Alzheimer’s disease, pregnancy, and childbirth. The term “serious health condition” is not intended to cover short-term conditions for which treatment and recovery are very brief. The common cold, flu, earache, upset stomach, headache (other than a migraine), routine dental or orthodontia problems, etc. are not serious health conditions unless complications arise.

#### Section 24-28. Excused Absence Because of Climatic Conditions

Section 24. When appropriate notice has been received that all or part of the installation will be closed because of climatic or disaster conditions, supervisors will notify their employees and will excuse them from duty without loss of pay or charge to leave for the period that the installation or part of it is closed, consistent with latitudes provided in governing rules and regulations and/or mission requirements.

Section 25. Employees who are on annual or sick leave for the entire day will be charged leave for the entire day.

Section 26. Employees who after having been on duty during the first part of the day are absent on either approved annual or sick leave before notice of early dismissal is received will be charged leave for the balance of the day.

Section 27. Normally the period of excused time will not exceed three (3) consecutive workdays for any single period of excused absence. When unusual circumstances exist beyond three (3) workdays, excused absence for two (2) additional workdays may be authorized.

Section 28. The head of activities or their designees will identify “emergency employees” at least annually and notify them in writing that they are designated as emergency employees. The term “emergency employee” is used to designate those employees that must report for work in emergency situations. The notice will include the requirement that emergency employees report for or remain at work in emergency situations and an explanation that dismissal or closure announcements do not apply to them unless they are instructed otherwise. Because of the unique circumstances of each emergency situation, activities may designate additional employees as emergency employees that are required to report for or remain at work. If time and circumstances permit, emergency employees may be provided administrative leave, not to exceed twenty-four (24) hours, by the heads of activities or their designees, to prepare for the emergency situation.

#### Sections 29-32: Excused Absences of Union Representatives for Training, etc.

Section 29. The Employer agrees that official time in accordance with applicable regulations shall be granted to an employee serving as a Union representative incident to their receiving information, a briefing, or orientation relating to matters within the

scope of 5 USC Chapter 71 and of mutual concern to the Employer and the employee in their capacity as a Union representative. Such matters could include statutory or regulatory provisions relating to pay practices, working conditions, work schedules, employee grievance procedures, performance ratings, adverse action appeals, and negotiated agreements.

Section 30. Excused absence will not be given if the primary purpose of the employee's attendance is to train or inform them concerning business or representation by the employee organization in the art of collective bargaining negotiations.

Section 31. The Union President must submit in writing to the Employer for approval of any request for official time, specifying the sponsorship and purpose of the meeting, location, dates, hours, and all subjects to be covered, as well as the names of those employees for attendance that are Union representatives. Such requests must be submitted in advance of the scheduled date. The Union will endeavor to submit such requests at least two (2) weeks prior to commencement of subject training; however, in no instance will requests be submitted less than five (5) workdays prior to the commencement of such training.

Section 32. In no instance will more than four hundred (400) total hours be granted under this article as official time in any one calendar year. In addition, no one individual will be granted in excess of forty (40) hours official time under this article in any one calendar year. A calendar year will run from 1 January through 31 December.

#### Sections 33-34: Military Leave

Section 33. Military leave is normally limited to fifteen (15) calendar days during each year, regardless of the number of training periods in the year, and whether taken intermittently, a day at a time or all at one time.

Section 34. As an exception to the above provision, consistent with governing laws and regulations, Reserve members of the Armed Forces or National Guard may be allowed additional days of military leave consistent with federal law.

#### Sections 35-38: Excused Absence due to Voting and Registration

Section 35. Employees may be granted an amount of excused absence that will permit them to report for duty three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

Section 36. In the event of exceptional circumstances where the general rule as described in Section 35 above does not allow an employee sufficient time to vote, such employee may be excused for additional time as may be needed to enable them to vote, depending upon the particular circumstances involved in the particular case, but such time shall not exceed a full day.

Section 37. The parties further agree that for an employee that votes in a jurisdiction which requires registration in person, such employee may be granted time off to register on substantially the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable round trip travel distance of the employee's place of residence.

Section 38. Should an employee's voting place be located beyond a normal commuting distance or an absentee ballot is not permitted or requires the voter to personally appear to obtain and/or cast such absentee ballot on other than non-working days, such employee may be granted sufficient time off in order to be able to make the trip to the voting place to cast their ballot. However, an employee's time off for this purpose in excess of one (1) day shall be charged to annual leave, or if annual leave is exhausted, then to leave without pay.

Section 39. Blood Donation. Employees that participate in charitable blood donations may receive up to four (4) hours of administrative leave to facilitate donation and subsequent recovery.

Section 40. Leave without Pay (LWOP) is a temporary non-pay status and absence from duty that is granted at an employee's request on an OPM Form 71 or approved electronic timekeeping system application for leave to their immediate supervisor. Approval authority will be governed within each individual activity by policy.

Section 41. Employees are entitled to LWOP for the following circumstances:

a. The Family and Medical Leave Act (FMLA) of 1993 provides covered employees with an entitlement to a total of up to twelve (12) weeks of LWOP during any twelve (12) month period for certain Family and medical needs.

b. The Uniformed Services Employment and Reemployment Rights Act of 1994 provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in a uniformed service.

c. Executive Order 5396, 17 July 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

Section 42. Workers' Compensation. Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

## Article 28

### LEGAL HOLIDAYS

Section 1. Eligible employees that are required to work on a recognized federal holiday will be paid holiday pay for hours worked.

Section 2. When recognized federal holidays occur on a calendar Saturday or Sunday or the non-workday corresponding to an employee's scheduled day off, the holiday shall be observed on the day specified by existing laws, rules, and regulations.

## Article 29

### TRAVEL

Section 1. Employees normally shall not be required to travel except under the conditions and procedures prescribed by DOD Joint Travel Regulations. The Employer agrees not to schedule travel on non-workdays unless such travel is dictated by mission requirements and good management practices.

Section 2. It is further agreed that an employee required to travel in the course of performing assigned duties shall receive compensation, per diem, and travel allowances as provided by applicable laws and regulations. Any overtime must be officially ordered or approved prior to the travel event. Employees are not compensated to or from Fort Stewart and Hunter Army Airfield as part of performing official duty assignments except where the Joint Travel Regulation allows.

## Article 30

### TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The employer and the Union agree that the training and development of employees is a matter of primary importance to the parties, and the parties shall strive to attain training and development for all employees according to their needs.

Section 2. To achieve this goal (as described in Section 1 above), the Employer will plan and provide for training and development of employees as required to accomplish the mission, consistent with existing regulations and available resources.

Section 3. The Employer will provide the Union copies of the approved Annual Training Plan at the same time normal distribution is made to installation activities.

Section 4. The Union will encourage employees to:

a. Keep abreast of changes occurring in their fields, crafts, trades, professions or occupations.

b. Participate in developmental activities in order to perform more effectively in current and future assignments. These developmental activities may include reassignment, job rotation, on-the-job training, and classroom training.

c. Realize that not all training and development are directly related to their jobs, and they have a responsibility for self-development, and for informing their supervisors of their accomplishments.

d. Utilize and share with fellow employees new skills acquired through training.

Section 5. In recognition of the mutual advantages to the Employer and to the employee, the Employer agrees to make a reasonable effort to utilize existing employees when training is determined to be necessary for new skills. Selection for such training shall be consistent with the criteria in applicable regulations.

Section 6. The Employer will identify skills in which shortages exist and make an effort to inform employees of these skills. Furthermore, the Employer will endeavor to establish training opportunities in these skills and inform the employees how to apply for training.

Section 7. When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of employees involved. Maximum use will be made of the authority to waive qualification requirements and to enter into training program agreements, as appropriate, in order to place employees in lines of work where their services can be utilized. Training required in connection with officially assigned duties will be accomplished at the Employer's expense, consistent with controlling authority.

Section 8. The Employer will provide employee on-the-job cross-training to the maximum extent practicable, employing such techniques as interchanging employees when they share mutual desires and aptitudes to receive training in each of their respective positions, respective supervisors concur, and such training does not deter mission accomplishment.

Section 9. In the event of a reduction-in-force, the Employer will determine from the appropriate state employment service whether any of the affected employees may be eligible for training at state expense, and if so, will inform employees how to apply for training.

Section 10. Supervisors will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of the Employer. Available training programs will be discussed with the employees that would normally be eligible for such training.

Section 11. Upon acceptance for a position, employees will be oriented concerning what is expected in the performance of their duty. This will include appropriate use of equipment, forms, procedures, interacting with the public, and above all, what the mission of the employing activity is.

Section 12. The Employer agrees to give advance notice to the Union in regard to the installation of any new equipment, machinery, or process that would result in changes to work assignments or require additional training.

## Article 31

### PLACEMENT AND PROMOTION

Section 1. Basic eligibility for consideration under internal Fort Stewart/Hunter Army Airfield (FS/HAAF) merit promotion procedures will be via submission of an application package, meeting USAJOBS requirements. Applicants must submit and apply via USAJOBS self-nomination by the closing date of the announcement. Open periods of at least seven days will be used for both internal and external job announcements. Should an applicant be denied consideration for promotion and it be conclusively shown that failure to receive consideration was the fault of Management and not the applicant, the applicant may be entitled to any and all remedies, consistent with governing laws, rules and regulations. More specific information on the USAJOBS application process may accessed by [clicking here](#).

Section 2. Each application package may have different supporting document requirements for eligibility/qualification determination.

Section 3. It is the responsibility of the applicant to ensure that their application package contains updated and accurate information to meet USAJOBS application requirements.

## Article 32

### REDUCTION-IN-FORCE (INCLUDING MOCK RIF), DEMOTIONS, AND INVOLUNTARY REASSIGNMENTS

#### Sections 1-3: Reduction-in-Force

Section 1. The Employer agrees to notify the Union, except when classified, in advance of reduction-in-force actions, at which time the Union may make its views and recommendations known concerning the implementation of such reduction-in-force actions. Prior to implementation of a reduction-in-force, the Employer will discuss in detail with the President of the Union or his designated representative the competitive levels to be affected.

Section 2. In the event of a reduction-in-force, existing vacancies in continuing positions will be utilized to the maximum extent allowed to place employees that otherwise would be demoted or separated from the service. All reductions-in-force will be accomplished in compliance with governing regulations.

Section 3. Any career or career-conditional employee that is separated because of reduction-in-force will be placed on the Reemployment Priority List in accordance with applicable rules and regulations, and such employees will be given preference for rehiring into temporary and permanent positions for which qualified at a grade no higher than that held by the employee at the time of the reduction-in-force. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment, consistent with governing regulations.

#### Sections 4-6: Demotions.

Section 4. Any career or career-conditional employee that is changed to lower grade through no fault of their own shall be provided special consideration for re-promotion prior to use of regular competitive merit placement procedures in accordance with applicable regulations.

Section 5. Employees in the workforce will be periodically advised, through informational announcements, of their rights and responsibilities under such conditions as described in Section 4 above. Such information may include advice to employees regarding how they may receive consideration both under competitive procedures and special consideration after demotion.

Section 6. The Employer agrees that cases of demotion that result from a gradual change in duties will be made in accordance with applicable OPM, DA and appropriate governing regulations.

Section 7. Involuntary Reassignments. It is agreed that when the needs of the service require, a reassignment may be ordered on an involuntary basis. In accordance with laws and regulations Management has the right to select the employees to be

involuntarily reassigned. The Union will be given ten (10) working days' notice of this reassignment before notice is provided to the employee.

### Article 33

#### COMPETITIVE LEVEL

Section 1. Competitive levels will be established or changed only in accordance with existing or future laws or regulations governing such matters.

Section 2. Employees may, upon request, be advised by CPAC of their initial competitive level and subsequent change, if any.

### Article 34

#### POSITION CLASSIFICATION AND JOB GRADING STANDARDS

Section 1. The Employer agrees to notify the Union of proposed new or changed classification standards which are referred by higher headquarters.

Section 2. If requested by the employee in pursuing an appeal, they may be represented or assisted by their Union representative in discussing the matter with their supervisor or with representatives of the CPAC. Employees retain the right to appeal position classification without fear of restraint, prejudice, or reprisal.

Section 3. It is agreed that the Employer should take prompt action on classification appeals.

Section 4. Any employee in the activity that believes their position is improperly classified will first consult with their supervisor for information and guidance as to the basis for the classification of their position. Consultation may also be arranged for the employee by the supervisor, as necessary, with appropriate representatives of the CPAC in an effort to resolve the employee's dissatisfaction informally.

Section 5. If the employee's dissatisfaction concerning the classification of their position cannot be informally resolved, they should be advised by the supervisor and/or the CPAC, as may be appropriate, in order that they may obtain such regulations and information as may be required pursuant to their appeal, including their rights to representation.

## Article 35

### POSITION DESCRIPTIONS

Section 1. Position descriptions are based upon the major duties and responsibilities assigned to each position. All identical positions within the same organizational unit normally will be covered by the same position description. Any subsequent changes in the position description will be discussed with the employee, and they will be furnished a copy of the changed position description. It is Management's responsibility, working with the employee, to ensure the employee is working under a correct and updated position description.

Section 2. The parties recognize that, in accordance with 5 USC 7106, Management has the sole, reserved right to determine the mission of the organization and to assign work to employees. Within this context and pursuant to maintaining the dignity of the employee and high morale within the work unit, Management will endeavor to assure, where deemed practicable by the supervisor, to not assign employees incidental or menial duties (as other duties assigned) that are inappropriate to their positions, unless considered to be warranted to do so under the particular circumstances in the sole discretion of the supervisor.

Section 3. Management shall ensure that position descriptions are regularly updated and kept current in accordance with the major duties and responsibilities assigned to each position. Management shall, upon request, furnish the Union an updated position description for any employee that is subject to this agreement within ten (10) days of the request.

## Article 36

### ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. The Employer agrees to pay environmental differential pay to eligible Wage Grade employees that are assigned to and perform qualifying duties as specified by 5 CFR.

Section 2. If any joint labor-management committee is appointed by the Commander for the purpose of making recommendations concerning the application or regulations governing the award of environmental differential pay, it shall include the President of AFGE Local 1922, or their designated representative of the Union.

## Article 37

### LOCALITY WAGE SURVEYS

Section 1. Locality wage surveys will be conducted in accordance with established regulations.

Section 2. The Local Wage Survey Committee will determine the number of data collectors needed. One-half (1/2) of the data collectors will be comprised from those designated as nominees by the Union.

## Article 38

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in efforts to provide equal opportunity in employment for all persons consistent with controlling regulations and laws governing impermissible discrimination; to endeavor to prohibit discrimination because of age, race, color, religion, sex, (including sexual harassment), national origin, genetic information or disability; to promote the full realization of equal employment opportunity through a continuing affirmative employment program; and to fully support the elimination of under-representation of minorities and women in all categories of Civil Service employment. When the Employer determines that locally implemented personnel policies, practices, and procedures might serve as a barrier to eliminating under-representation, the Employer agrees to consult with the Union about modifying or discontinuing such policies, practices, and/or procedures identified as barriers so as to promote affirmative employment at Fort Stewart/Hunter Army Airfield. The views of the Union with respect to what constitutes a barrier to achieve balanced representation may be presented to Management at the discretion of the Union.

Section 2. Candidates for the duties of EEO counselor may be nominated by the Union. All nominees shall meet the criteria established by the program.

Section 3. EEO counselors will be required to inform all potential complainants covered by this article of the right to representation of their choice during counseling.

Section 4. The Union shall have the right to be present at a formal discussion between Management and employees, consistent with 5 USC Chapter 71.

Section 5. Consistent with governing laws and regulations, the Union shall have the right to attend discrimination complaint hearings when requested by the complainant. If the employee that requested the hearing objects to the attendance of the Union observer on the grounds of privacy, the investigator or administrative judge will determine the validity of the objections and make the decision on the questions of attendance.

Section 6. The Union shall be given reasonable notice of all proposed remedial or corrective action(s) to be taken as a result of formal resolution of EEO complaints consistent with governing laws and regulations. The parties agree that unless

compelling reasons exist for waiving them, all corrective or remedial actions will be consistent with provisions of this agreement.

## Article 39

### ALCOHOLISM AND DRUG ABUSE

Section 1. The Union and Employer jointly recognize alcoholism and drug abuse as illnesses that are treatable. It is also recognized that it is in the best interests of the employee, the Union and the Employer that these illnesses be treated and controlled in accordance with agency regulations and directives.

Section 2. It is recognized that most supervisors and Union representatives are neither professional diagnosticians in the field of alcoholism and drug abuse nor are they medical experts. Therefore, official diagnosis of alcoholism and drug abuse will be accepted as valid only if made by qualified personnel.

Section 3. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining their job performance, they will discuss the apparent difficulties with the employee. If the employee is unable to correct their job performance difficulties through their own efforts, the supervisor will inform the employee of the seriousness of the problem and advise the employee of confidential assistance and services available to them.

Section 4. An employee may seek confidential assistance and services available to them prior to/or after supervisor intervention for job performance difficulties.

Section 5. Reasonable Suspicion/Cause: All Army Civilian employees are subject to reasonable suspicion testing when there is reasonable suspicion of on-duty use or on-duty impairment. Army Civilian employees in Testing Designated Positions are subject to reasonable suspicion testing when there is reasonable suspicion that an employee uses illegal drugs, whether on- or off-duty, as well as random testing.

## Article 40

### SAFETY

Section 1. The Employer agrees, to the fullest extent of their authority and within the their capability and budgetary limitations, to make every effort to provide a wholesome, safe, and healthful working climate and endeavor to provide proper ventilation of working areas and proper heating for all building where employees are required to work; assure prompt and proper report of accidents and injuries; create a climate of safety consciousness in all supervisors and employees; ensure prompt and complete reporting of on-the-job injuries to the Office of Workers' Compensation Programs, Department of Labor, so that a fair and equitable settlement can be made. The Union agrees to

vigorously support the Army Safety Program through encouragement of all employees to conscientiously abide by established safety rules, regulations, and directives, etc.; to report to their supervisors any known hazardous condition or procedure for the purpose of making such condition safe; to report job connected injuries and illnesses to their supervisor immediately so that any and all Workers' Compensation forms can be expeditiously completed.

Section 2. Upon request but subject to security restrictions, the Union will be permitted to appoint a representative to accompany management officials in the investigation of circumstances and causes of an accident. If not otherwise precluded, one Union member of the Safety Committee may be allowed to accompany a Safety Office Representative from higher headquarters on a tour of sites where bargaining unit employees are employed. The Union may request to meet with an Occupational Safety and Health Administration (OSHA) Inspector.

Section 3. Any Installation Safety Council will include a member designated by the Union. This council will normally be tasked, among other things, to:

- a. Advise supervisors with regard to safe working methods and practices.
- b. Recommend changes to protective equipment or devices.
- c. Encourage employees to submit suggestions on safety.
- d. Develop and/or devise safe practices and rules to comply with current methods in accordance with agency regulations and guidance.
- e. Participate in promoting safety within the workforce.
- f. Safety meetings will be encouraged at the shop level.

Section 4. When essential for the protection of employees, items of protective clothing and equipment that comply with OSHA and other applicable laws will be furnished by the Employer in accordance with Department of Army regulations. The use of protective clothing and equipment as a means of preventing or minimizing injuries to personnel or damage to equipment is essential to all operations that are made hazardous by existing conditions such as temperature, footing, illumination and visibility, ventilation, atmospheric contaminants, skin contaminants, physical and biological hazards, noise, and radioactivity.

Section 5. An employee that complains of a problem with safety shoes will refer the matter to their supervisor. Where a job-related medical problem is indicated, the employee may be referred to the appropriate Federal Medical Officer for their evaluation or examination.

Section 6. The wearing of protective cloth is required where:

- a. The items are necessary to protect personnel from occupational diseases and/or trauma.
- b. The items are necessary for safe performance of the task and/or protection of other people, government equipment, material, or property.

Section 7. The Employer recognizes the value of a safe and healthful working climate, and in this regard, will endeavor to assure where deemed practicable that only qualified personnel as determined by Management will perform work on or about moving or operating machines. Furthermore, employees that are assigned to such work will be appropriately compensated, consistent with applicable laws, rules, regulations, and this agreement. Consistent with applicable laws, rules, regulations, and this agreement, in making such assignments, consideration will be given to enforcing safety standards, the use of all reasonable precautionary measures, and maintaining a worksite not unduly burdened with hazards. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in motion or operations.

Section 8. The procedures established in the safety and health program shall not preclude the right of any employee to file a grievance at the appropriate step of the grievance procedure. The primary responsibility of resolving differences involving health and safety matters remains with the Employer and the Union.

## Article 41

### SPECIAL TOOLS, CLOTHING, EQUIPMENT, AND PARKING

Section 1. Subject to the provisions of applicable regulations, the Employer agrees to bear the full expense of all special tools, clothing, and equipment employees may be required to use.

Section 2. Reserved space for a physically handicapped employee will be provided with easy access into the entrance of the building from the handicap parking spot. Such spaces will be requested by the handicapped employee and approval granted if deemed appropriate by the Employer in accordance with the Americans with Disabilities Act (ADA).

## Article 42

### OFF-DUTY EMPLOYMENT

Section 1. Bargaining Unit Employees may engage in outside employment that does not:

- a. Interfere with their ability to perform their government duties.
- b. Appear to create conflict of interest involving the Army or the United States Government.

- c. Reasonably expect to bring discredit or criticism against the employee or the Army.

Section 2. This restriction further disallows canvassing, soliciting and peddling of goods and products (a particular product brand, school candy, etc.) by employees during

working hours. Civilian employees must normally obtain official permission before engaging in off-duty employment. Off-duty employment must adhere to all DOD, Army, and activity specific regulatory guidance and must comply with the above stated prohibitions. Requests for off-duty employment must be submitted in writing in and approved by Management before engaging in off-duty employment.

Section 3. The Heads of the Activities are encouraged to authorize outside employment for bargaining unit employees when such employment does not interfere with mission accomplishment.

Section 4. Before an activity implements a new or supplemental policy or regulation regarding off duty employment, the activity will notify the Union and negotiate its impact and implementation.

## Article 43

### DURATION AND CHANGES

Section 1. Amendments to this agreement may be required due to changes in law, applicable Executive Order, regulations, or policies of appropriate authority. In such an event, the parties will meet within thirty (30) days after receipt of implementing instructions for such changes for the purpose of negotiating new language to satisfy statutory or regulatory requirements, provided this requirement has not already been satisfied as provided in Section 2 above.

Section 2. Negotiations may be open for amendment(s) of the agreement by mutual consent of both parties at any time. Request for such amendment(s) by either party must be written and must contain a complete text of the amendment(s) proposed. The parties will meet within thirty (30) days after receipt of such notice to discuss the matter(s) involved. Such negotiations may be conducted in accordance with the original ground rules to this agreement if either party invokes its right to negotiate.

Section 3. This agreement will be binding on the parties for a period of three (3) years from the date of approval of the basic agreement. Either party shall notify the other party at least sixty (60) days but not earlier than ninety (90) days prior to the expiration of this agreement of that party's intent to renegotiate a new agreement. If either party serves such notice, representatives of the Employer and the Union will meet within sixty (60) calendar days of receipt of the notice and confer as to possible negotiations or other courses of action. If neither party serves timely notice on the other, the agreement shall be automatically renewed for a period of three (3) additional years.

Section 4. All parties will receive electronic copies of the final Collective Bargaining Agreement for distribution and printing as desired.

This collective bargaining agreement has been received and is hereby executed in accordance with the provisions of 5 USC 7114(b)(1), (2), and (3) of the Federal Service Labor Management Relations Statute.

In witness whereof, the parties hereto have executed this agreement this 7<sup>th</sup> day of April 2017.