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## **ARTICLE 1**

### **PREAMBLE**

1.1. We (Union and Management) agree that above all else, customer service comes first. We intend to create and maintain a working environment which provides our employees with the capability to provide excellent service. We expect our employees to be correctly compensated, to be trained, to be fairly evaluated, to be recognized for exemplary service, to be honestly considered for career progression, and to be heard in both their recommendations for improved service and their complaints on matters of working environment.

1.2. In accordance with AR 690-711, and Public Law 95-454 (hereinafter referred to as Public Law (PL), this agreement is made and entered into between United States Army, Alaska (USARAK), and U.S. Army Garrison, Fort Greely, hereinafter referred to as Management, and the American Federation of Government Employees, Local 1949, hereinafter referred to as the Union, collectively known as the Parties. This agreement and such supplemental agreements as may be agreed upon hereunder from time to time together constitute a collective agreement between Management and the Union. This agreement supersedes all previous written agreements and past practices between the Parties; except those past practices, such as working conditions, not covered by this agreement.

1.3. The agreement has been developed using interest based bargaining as opposed to the adversarial negotiations previously used. The agreement emphasizes cooperation between labor and management, a renewed concern for employees' welfare, and a focus on customer service.

## **ARTICLE 2**

### **UNION RECOGNITION AND JURISDICTION**

2.1. The provisions of the contract are applicable to all employees of the unit. The bargaining units are defined as encompassing all Federal Wage System (FWS) and General Schedule (GS) employees of Fort Greely, under the jurisdiction of Headquarters, United States Army Alaska (USARAK) and U. S. Army Garrison, Fort Greely. The bargaining units do not include the following:

2.1.1. Any Management official or supervisor.

2.1.2. A confidential employee.

2.1.3. An employee engaged in personnel work in other than a purely clerical capacity,

2.1.4. Professional employees, unless a majority of the professional employees vote for inclusion in the Union.

2.1.5. Any employee engaged in intelligence or audit functions relating to the work of individuals employed by the Agency whose duties directly affect the internal security of the Agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

2.1.6. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the Agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

2.2. Where informal attempts to resolve disputes concerning unit membership fail, they will be submitted to the Federal Labor Relations Authority (FLRA) for determination.

### **ARTICLE 3**

#### **AUTHORITY, LEGAL AND REGULATORY APPLICATIONS**

3.1. This agreement is entered into pursuant to authority granted in PL 95.454.

3.2. In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth by the Office of Personnel Management (OPM); by published agency policies and regulations in existence at the time this agreement is approved; and by other subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level, and will require consultation and/or negotiation. The agreement shall at all times be applied subject to such laws regulations and policies.

3.3. This Article shall apply to all supplemental, implementing or subsidiary agreements between the Parties.

### **ARTICLE 4**

#### **MANAGEMENT RIGHTS**

4.1. In accordance with 7106(a) PL 95-454, Management retains the right:

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

4.1.2. In accordance with applicable laws,

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

4.1.2.2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agency operations shall be conducted.

4.1.2.3. With respect to filling positions, to make selections for appointments from:

4.1.2.3.1 Among properly ranked/certified candidates for promotion; or

4.1.2.3.2. Any appropriate source; and

4.1.2.4. To take whatever actions may be necessary to carry out the agency mission during emergencies, (as determined by Management).

4.1.2.5. Prior to an Unfair Labor Practice (ULP) charge being filed with the Federal Labor Relations Authority (FLRA), the parties agree that resolutions will be discussed until either party feels that no resolution can be made. At that time the party will notify the other that they will be forwarding the ULP to FLRA.

4.2 Whenever the language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

## **ARTICLE 5**

### **RIGHTS OF THE UNION**

5.1. The Union has the exclusive right to represent all the employees in the unit in consulting and negotiating with Management regarding personnel policies, practices and matters affecting working conditions.

5.2. The Union shall be given the opportunity to be represented at:

5.2.1. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any dispute or any personnel policy or practice or other general condition of employment; and

5.2.2. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if;

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

5.2.2.2. The employee requests representation.

5.2.2.3. Management shall inform the employee of the examination and their rights as described in 5.2.2.1 and 5.2.2.2.

5.3. The Union has the right to be informed in writing of Management's principle point of contact for Labor/Management relations.

5.4. The Union will be notified of the presence of any team or investigating body when the subject matter is related to or could affect employee working conditions, policies or practices.

5.5. The Union has the obligation to represent all members of the bargaining unit in actions covered by the Basic Labor Agreement. The Union will not be required to represent bargaining unit non-members unless a lawful requirement exists.

5.6. Management will provide the Union a list of new employees upon request. A Union representative may contact each of these employees for the purpose of providing an information packet. Management reserves the right to review the contents of this packet.

5.7. The Union shall be provided the names, home addresses, and unit of assignment of all bargaining unit employees, upon request if allowed by law.

## **ARTICLE 6**

### **RIGHTS OF EMPLOYEES**

6.1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such right includes the right:

6.1.1. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies, or other appropriate authorities, and

6.1.2. To engage in collective bargaining with respect to conditions of employment through representatives

6.2. The Parties further agree that the rights described in this Article do not extend to participation in the management of an employee organization, or acting as representative of any such organization, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employees

6.3. An employee has the right to bring matters of personal concern to the attention of his/her supervisor in accordance with applicable laws, rules, regulations, or established policies, and shall be free from any and all restraint, interference, coercion, discrimination or reprisal, and may elect to have Union representation in a dispute or to represent him/herself. The employer will not designate a representative for an employee nor will the employer require any employee or individual to serve as a representative for another employee, Furthermore, Management will not use an employee as a "witness" when counseling another employee.

6.4. Defense Finance Accounting Service (DFAS) is the responsible agent for timely, accurate payment of employees A Customer Service Representative (CSR) will be the only person authorized/designated to contact DFAS. Employees and supervisors are responsible for review of time sheets for accuracy prior to submission to DFAS.

6.4.1. Employees are responsible to review their leave and earnings statement and promptly report suspected instances of erroneous payment to their supervisor.

6.5. Management will annually inform employees that the Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation.

6.6. Employees who are participants in a dispute, appeal, or arbitration will normally be in a duty status. Rescheduling of shifts will be made, if necessary. The Union will give a minimum of five (5) calendar days advance notice for participants, whenever possible.

6.7. The use of privately owned vehicle (POV) for the accomplishment of government work will not be required of employees. The use or nonuse of employee vehicles will not be a factor of evaluation of employee performance. Management will periodically provide information to employees on their rights, responsibilities, and legal liabilities for the use of POV on military installations.

## **ARTICLE 7**

### MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

7.1. The Parties agree that, subject to applicable laws, they will meet and negotiate on implementation of new or changes to existing personnel policies and working conditions which are within the discretion of Management. These matters relate to policy determination, not day to day operations, and procedures which management officials will observe in exercising the "Management Rights."

7.2. The Parties agree that prior to implementation of agency rules, regulations, policies or procedures, the implementation will be negotiated with the exclusive bargaining units. Where there is a question of compelling need for an agency regulation, the provisions of Title 5 United States Code Section 7117 will apply.

7.3. Management and the Union may use interest based bargaining and alternative dispute resolution to present its views on matters affecting employees in the bargaining units. Interest based bargaining and alternative dispute resolution processes are the preferred method but the parties retain the right to use other methods as necessary.

7.4. Management agrees that the Union may raise concerns to Management as necessary, if appropriate, to submit meeting agenda items to the Deputy Garrison Commander.

## **ARTICLE 8**

### UNION REPRESENTATIVES

8.1. Any member of the unit elected or appointed to full-time National Union Office may, upon written request of the Union, be granted annual leave or leave without pay upon application. He/she shall not lose seniority subject to applicable Office of Personnel Management regulations. Leave without pay for the above purpose is limited to periods not in excess of one year, but may be renewed at the option of Management upon receipt of a written request and application for extension of leave without pay.

8.2. A representative who is not a member of the bargaining unit will be afforded access to bargaining unit employees Prior to visiting any employee, the Union will notify the CPAC Labor Specialist of the visiting official, identifying the location and the nature of the Labor/Management business to be transacted. In addition, prior to entering the work area, the Union will contact the supervisor of the activity to be visited and state the general nature of the visit. There may be occasions when workload will prevent the granting of such time until a later date. In the absence of compelling circumstances to the contrary, the employee will be made available. The Union

shall keep the CPAC Labor Specialist advised in writing, if requested, of the names of the non-bargaining unit representative(s) authorized to conduct Labor/Management business.

8.3 The CPAC Labor Specialist and the Union President and/or the Chief Steward or their designated representative, will meet during duty hours to discuss problems of mutual concern.

## **ARTICLE 9**

### **STATUS OF EMPLOYEE REPRESENTATIVES**

9.1. Management will not impose any restraint, interference, coercion, reprisal or discrimination against the Union in the exercise of their right to organize, designate representatives of their own choosing for the purpose of collective bargaining, presentation of disputes, appeals or upon duly designated employee's representative acting on behalf of an employee or group of employees within the bargaining unit.

9.2 The Union shall supply in writing to the CPAC Labor Specialist, a complete list of names, phone numbers, work unit, and building location for all Shop Stewards and Chief Steward. This list will be updated annually or as changes occur.

9.3. The Union may appoint one (1) shop steward for up to every thirty (30) bargaining unit employees. If by reorganization, more than one (1) shop steward would be placed under the same shop foreman, only one (1) shop steward will be designated per shift from a shop where there are less than thirty (30) employees. There will be no more than one (1) steward designated from a single shop per shift, except by mutual consent of the Parties.

9.4. The Parties recognize and agree that Union Officers and Stewards are employed and paid by the Federal Government to perform duties that are required for the overall accomplishment of the Army mission in Alaska, and that the activities they are engaged in during duty hours are a proper concern of Management and Union. It is also recognized that effective Labor/Management relations promote efficient accomplishment and are in the best interest of both the Union and Management. The Parties share the responsibility to insure that such time is used effectively and appropriately documented, Union stewards and officers engaged in authorized labor-management relations activities will confine their activities to only the business for which their temporary absence from duty was authorized. They will return to normal duties immediately upon completion of labor-management relations activities.

9.4.1. Official time shall be granted for participation in appropriate activities, such as, but not limited to, those activities described below (including travel time to and from meetings and associated communications, whether written, electronic or telephonic). Concerns on the appropriateness of the official time request should be addressed with the Union President/Chief Steward and/or the CPAC Labor Specialist.

9.4.1.1. Meetings with management concerning personnel policies, practices or other general conditions of employment, or any other matter covered by law;

9.4.1.2. Meetings to discuss or present unfair labor practice charges or unit clarification petitions:

9.4.1.3. Meetings with management for the purpose of presenting replies to proposed termination of probationers;

9.4.1.4. Oral replies to notices of proposed disciplinary, adverse or unacceptable performance actions;

9.4.1.5. Meetings to present appeals in connection with statutory or regulatory appeal procedures in which the union is designated as the representative;

9.4.1.6. Meetings with Management for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases;

9.4.1.7. Examinations of employees in the unit by a representative of management in connection with an investigation if:

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

9.4.1.7.2. The employee requests representation;

9.4.1.8. Grievance meetings and arbitration hearings, in accordance with the applicable articles of this agreement;

9.4.1.9. Meetings of committees on which Union representatives are authorized membership pursuant to this Agreement;

9.4.1.10. Negotiations with Management;

9.4.1.11. Participation in a Federal Labor Relations Authority investigation or preparation for a hearing as a representative of the Union;

9.4.1.12. To the extent permitted by law, participation in Union-sponsored training designed primarily to further the interest of Government by bettering the labor-management relationship, in accordance with Article 9.4.4;

9.4.1.13. To participate in other third party proceedings, to the extent authorized by law, regulation and/or this Agreement;

9.4.1.14. To speak, meet or correspond with Congressional personnel for those issues that are unrelated to legislation or appropriation matters pending before congress;

9.4.1.15. To confer with employees and/or supervisors with respect to any matters for which remedial relief may be sought pursuant to the terms of this Agreement;

9.4.1.16. To prepare grievances;

9.4.1.17. To prepare witnesses in any proceeding for which official time is authorized;

9.4.1.18. To prepare a reply to a notice of proposed disciplinary, adverse or unacceptable performance action;

9.4.1.19. To prepare for arbitration;

9.4.1.20. To prepare a reconsideration statement in connection with the denial of a within-grade increase;

9.4.1.21. To prepare for negotiations;

9.4.1.22. To maintain records and reports required of the Union by Department of Labor;

9.4.1.23. Coordinating labor-management meetings.

9.4.2. When a dispute has been submitted to arbitration or a Union representative has been chosen to represent an employee in a hearing to the Merit Systems Protection Board (MSPB), or other formal hearings, Management agrees to allow the employee's representative a reasonable amount of duty time at no charge to leave to prepare for such hearings and appeals. It is the Union's intention to give at a minimum five (5) calendar days advance notice where possible.

9.4.3. When a Union representative has a need to go off-post, the employee will contact the CPAC Labor Relations Specialist, stating the reason. If the request is determined to be in accordance with the contract the Labor Relations Specialist will notify the supervisor involved stating the appropriateness of the request

9.4.4. Management will grant the Union 180 hours of official time on an annual basis for the purpose of sending Union representatives to Union sponsored training. Such training must meet the requirement of mutual benefit to both the agency and the Union. The Union will submit an agenda of the courses of instruction to be taught along with the names of scheduled employees requested to be released for this purpose to the CPAC Labor Specialist. Such requests will be submitted fifteen (15) calendar days in advance of the date of the scheduled training. No single employee shall receive more than forty (40) hours of union sponsored training per calendar year. Stewards with less than two years as a Union steward may receive up to eighty (80) hours Union-sponsored training per calendar year. A reasonable amount of official time, during normal duty hours, will be allowed for Union officials to travel to and from Union Sponsored training.

9.5. When desiring to leave their work area to transact appropriate Labor/Management business during working hours, Union Officers and Stewards assigned as a case representative by a Union Officer, shall first request permission from their supervisor or designee to leave their work area using the request form at Appendix C, stating the general nature of the business to be transacted and the location of the area they desire to visit, and the approximate time of return. Specifics such as name of employee and problem details are not considered "general nature." Concerns on the appropriateness of the request should be addressed with the Union President/Chief Steward and/or the CPAC Labor Specialist. The supervisor will promptly authorize such requests unless workload conditions prevent it. Day to day workload is not a reason to delay official time. Examples (not all inclusive) of workload conditions would be: (1) an impending suspense or deadline that if the employee is released, suspense or deadline will be missed and (2) the employee's release would make staffing levels so low that safety standards become a critical concern or the organization is unable to meet customer service requirements. If release cannot be granted at the time of the request, supervisor shall identify date and time of release. Upon return to duty, the Union Officer/Steward will report to the supervisor.

9.6. Internal Union business will not be conducted during working hours

9.7. Management recognizes that the Union President or designee have extensive responsibilities in Labor/Management relations. It is Management's intention that the President be afforded a reasonable amount of official/duty time, to perform their legitimate duties.

## **ARTICLE 10**

### **HOURS OF WORK**

10.1. The administrative workweek consists of the regularly scheduled tour of duty and the regular days off. Tour of duty refers to the hours of the day and the days within the administrative workweek during which the employee is required to perform service on a regular, repetitive basis. A period of seven (7) consecutive days, beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday, constitutes an administrative workweek.

10.2. Management will schedule an employee's regularly scheduled administrative workweek so that it corresponds with the employee's actual workweek requirements. Except when Management determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased, Management shall provide that:

10.2.1 Assignments to tours of duty are scheduled in advance of the administrative workweek over periods of not less than one (1) week.

10.2.2. The working hours in each day in the basic workweek are the same.

10.2.3. The occurrence of holidays may not affect the designation of the basic workweek.

10.2.4. Breaks in working hours of more than one hour may not be scheduled in a basic workday.

10.3. Under normal operating conditions the Parties agree that employees will receive at least a one-week notice of changes in tour of duty.

10.4. Under normal operating conditions, when sufficient personnel are assigned, the administrative workweek will be so that the two (2) days off will be consecutive.

10.5. Except for employees on shift work and alternate work schedules, the normal basic tour of duty for full time employees will consist of five (5) consecutive eight (8) hour days, between the hours of 0600 and 1800, Monday through Friday. Alternate work schedules will be established and maintained in accordance with regulation. Union and Management agree to make a good faith effort to meet the needs of the Parties for adjustments to alternate work schedules.

10.6. The normal basic tour of duty will provide for an unpaid/unencumbered lunch period of no less than thirty (30) minutes nor more than one (1) hour. It is recognized that unpaid lunch periods may not be considered duty time and must be outside the hours established for the daily tour of duty.

10.7. When an employee is a duty status is relieved from his/her normal duty by Management during his/her assigned shift hours due to interruption or suspension of operations due to inclement weather, breakdown of equipment or other emergencies or acts of God, he/she may be excused for the balance of the shift without loss of pay or charge to leave, but may be assigned by the employer to other work, normally in the general skill area of the employee.

## **ARTICLE 11**

### **OVERTIME**

11.1. Overtime rates will apply for all overtime worked for employees over eight (8) hours or over forty (40) hours in any workweek except for employees on an approved alternate work schedule and firefighters and except that classified as compensatory time in accordance with applicable regulations. Overtime worked will be recorded in one-quarter (1/4) hour multiples.

11.2. It is agreed and understood that the assignment of overtime work is a function of Management. Management will make every effort to distribute overtime work equitably among qualified employees. Suitable records of overtime worked must be maintained to insure that each qualified employee receives substantially the same consideration. Union and Management agree that it is Management's right to assign overtime work, but that Management will make every effort to distribute overtime work equitably among qualified employees and that by maintaining records. Management can insure that the effort is successful.

11.3. Employees assigned to overtime work will be given as much advance notice of such assignment as is practicable. When necessary, employees will be required to work overtime, unless the employee provides sufficient justification to their supervisor that such overtime would cause undue hardship. Amongst hardships, childcare will take precedence. Employees may request not to work overtime where there are sufficient qualified volunteers available to accomplish the work required.

11.4. No employee shall have his/her work week altered within the work week to avoid paying overtime.

## **ARTICLE 12**

### **REST PERIODS**

The Parties agree that one fifteen (15) minute rest period is authorized during each four (4) hours or more of continuous work, regular and overtime. Normally, the rest period shall be in the mid-shift of the work period. In accordance with the USARAK smoking policy, cigarettes and other like tobacco products (excluding smokeless tobacco) are considered refreshments and will be consumed only in designated areas and only during rest periods Management will determine and designate a reasonable number of break areas. Rest periods will not be used to start or end the workday or be a continuation of the lunch period and are not cumulative The Parties may agree that employees be permitted to take refreshments continuously at their place of duty to provide continuity of operation.

## **ARTICLE 13**

### PERSONAL CLEAN-UP TIME

Management will authorize personal clean-up time when required by the nature of the work performed. Personal clean-up time is not set but will vary depending on the nature of the work performed by the employee and the need to clean up after performing the work. It is intended to allow employees adequate personal clean-up time (e.g. washing hands, changing clothes, taking a shower). Time needed to clean-up work areas or perform other functions is not personal clean-up time.

## **ARTICLE 14**

### LEAVE

#### 14.1. Annual Leave

14.1.1. Management agrees to develop an equitable annual vacation leave schedule for employees as far in advance as practicable. Normally, approval of leave will be granted by the first line supervisor. Leave policy will be as liberal as the workload permits. In no case will leave approval be withheld as reprisal or punishment.

14.1.2. Earned annual vacation leave should be granted to every employee for the period requested, subject to mission and workload considerations, and will not be rescheduled or canceled unless for good cause. Management will consider other options before canceling pre-approved leave. Management further understands that employees have no method of collecting costs incurred for travel deposits, etc., suffered as a result of pre-approved leave being cancelled. Such cause will be orally explained by the individual causing the change. Written explanation will be given if specifically requested by the employee. When the SF 71, Leave Request is submitted, Management agrees that the supervisor will approve/disapprove the request as soon as possible in order to allow the employee adequate trip arrangement time.

14.1.3. Management will assure that annual leave will be scheduled in such a way that employees will not forfeit accrued leave which cannot be carried forward to the next leave year. Unit employees share in this responsibility by projecting and requesting annual leave so as to preclude forfeiture.

14.1.4. When an employee knows in advance of plans for absence from work in an annual leave status, he/she must request and receive approval of the leave in advance of the leave period.

14.1.5. Employees requiring annual leave because of an emergency situation must contact his/her supervisor to request approval of the leave, as soon as possible, but not later than two (2) hours after commencement of the daily tour of duty. Circumstances beyond the control of the employee may not permit this, in which case the employee will notify his/her supervisor as soon as possible.

14.1.6. Employees assigned to organizations operating on a 24 hour per day shifts, requiring annual leave because of an emergency situation, must contact the shift foreman/supervisor or designated authority within the organization, as soon as possible but not later than the commencement of the daily tour of duty to request approval of leave. Circumstances beyond the control of the employee may not permit this, in which case the employee will notify his/her supervisor as soon as possible.

14.1.7. Management agrees to inform the employee of an AWOL entry on employee's time card prior to submission.

14.1.8. It is understood that annual leave is for the employee to use for whatever reason the employee wishes and disapproval of annual leave should not be based on how the leave is to be used.

## 14.2. Sick Leave

14.2.1. The Parties recognize the insurance value of sick leave and agree to encourage employees to conserve such leave so it will be available in case of extended illness.

14.2.2. Accumulated sick leave is available for use in accordance with regulations. Annual leave may be granted in lieu of sick leave at the employee's request. Examples include, but are not limited to:

14.2.2.1. When it is established that an employee is incapacitated for the performance of their duties because of sickness, injury, pregnancy, childbirth, or undergoing treatment for rehabilitation.

14.2.2.2. For medical, dental or optical examinations or treatment.

14.2.2.3. Sick leave can be used by an employee to give care or otherwise attend to a family member having an illness, injury, or other condition which, if an employee had such condition would justify the use of sick leave.

14.2.2.4. Sick leave under the Family Friendly Leave Act (FFLA) may also be used for adoption, to make arrangements necessitated by the death of a family member or to attend the funeral of a family member. Family member includes any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. The number of hours that may be used are limited in accordance with the FFLA.

14.2.2.5. When treatment by a specialist is required, whose services are not available in the local area, time spent in traveling to the specialist may be charged to sick leave if in a reasonable amount.

14.2.3. Employees should submit sick leave requests in advance, using OPM 71, for scheduled medical, dental, or optical examinations or treatment.

14.2.4. Submission of an OPM 71, is not required for unscheduled sick leave requests when the employee has properly reported, and leave has been verbally approved.

14.2.5. Suspected abuse of sick leave is a matter of concern to both Union and Management. Each suspected abuse will be referred to the lowest level of supervision possible for correction. Supervisors are encouraged to make an employee aware of potential problems with the employee's use of sick leave through documented counseling prior to requiring a medical certificate. In individual cases, if an employee is suspected of abusing sick leave or if the employee demonstrates a suspicious pattern of sick leave usage, the employee may be required to present a medical certificate to support each sick leave request. The total amount of approved sick leave used by an employee will not necessarily be the sole factor used by a supervisor in determining whether the employee is abusing sick leave. The employee will be provided a written notice of such a

requirement. The employee's usage of sick leave will be reviewed every three (3) months and a determination made to either continue or cease the requirement. The employee will be provided a written notice of the supervisor's determination.

14.2.6. Unearned sick leave, not to exceed a total of 240 hours (hours prorated for part time employees and employees with different tours) will only be advanced in deserving cases in accordance with applicable regulations to employees under the following conditions:

14.2.6.1. The absence is for a serious illness or disability, and

14.2.6.2. The employee furnishes reasonable written evidence from his/her physician that he/she will return to work on a permanent basis, and is reasonably assured that such advance of sick leave will be subsequently liquidated.

14.2.7. It is the responsibility of the employee to personally notify his/her supervisor by telephone or other means if he/she is prevented from reporting to work because of an incapacitating illness or injury. Circumstances beyond the control of the employee may not permit this, in which case the employee has the responsibility to assure that his/her supervisor is notified as soon as possible. The anticipated time of his/her return to work shall be included in such a request for sick leave. When any absence due to illness extends beyond the date of anticipated return, the employee shall promptly notify the supervisor of the new anticipated date of his/her return to duty. Employees sent home from work because of illness shall be subject to the foregoing reporting requirement on the following workday if still incapacitated.

14.2.8. Employees who are incapacitated for duty because of illness or injury must contact his/her supervisor to request approval of sick leave, as soon as possible, but not later than two (2) hours after commencement of the daily tour of duty. Circumstances beyond the control of the employee may not permit this, in which case the employee will notify his/her supervisor as soon as possible.

14.2.9. Employees assigned to organizations operating twenty four (24) hour per day shifts, who are incapacitated for duty because of illness or injury, must contact the shift foreman/supervisor or designated authority within the organization, as soon as possible but not later than the commencement of the daily tour of duty to request approval of sick leave. Circumstances beyond the control of the employee may not permit this, in which case the employee will notify his/her supervisor as soon as possible.

14.2.10. An employee who has sustained an on-the-job injury will be required to perform duties only to the extent and limits prescribed by Management's medical authority or a medical authority designated by Management. Where such duties cannot be provided, employees shall have been advised of their rights to take leave for the on-the-job injuries, or to be placed in a leave without pay status having filed for compensation. In cases of on-the-job traumatic injury, the employee continues in a pay status in accordance with provisions of applicable regulations (see Article 15.8).

14.2.11. When Management, or Management's medical representative, determines that an employee is physically unfit for duty after reporting to work, and the employee is incapable of safely transporting himself/herself, Management will arrange for necessary transportation to a medical facility or his/her home as appropriate.

14.2.12. Management and Union agree it is in their best interest to minimize civilian illness/injury compensation cost, i.e. return to light duty. Costs of the Workmen's Compensation program are now incurred by, and are a significant impact on, the operating budget, and are costs for which there is no productivity. Union and Management agree that to the extent possible, employees receiving Workman's Compensation should be placed in a position in which they can be productive.

### 14.3. Court Leave

14.3.1. Court leave is authorized without charge to annual leave or loss of compensation for service as a member of a jury or as a witness in a judicial proceeding in a non-official capacity when a party is United States, District of Columbia, state or local government.

14.3.2. When an employee fulfills a court duty obligation, he/she is excused from his/her duty for that date. However, when an employee is released from court duty and can return to his/her duty location under such circumstances that he/she could perform at least two (2) hours of work prior to the end of his/her assigned shift, he/she is required to do so. Failure to return to duty will result in a charge to annual leave, leave without pay, or absence without approved leave. Unusual circumstances will be handled on an individual basis to preclude court duty and a regular work shift immediately following each other.

14.3.3. A night-shift employee who performs court duty will be handled on an individual basis to preclude appearance of court duty and a regular work shift following one or the other.

14.3.4. A firefighter who has jury duty following the day of firefighter duty, will not normally be sent out on calls nor perform alarm room duties after twenty-two hundred (2200) hours unless minimum manning would require it.

14.3.5. Employees charged court leave on their time card must submit a certificate from the clerk of the court to their immediate supervisor. If no payment of jury fees is made, the certificate must be annotated to that effect.

14.4. Fire fighting and rescue work. In accordance with applicable regulations, excused leave should be granted to employees without charge to leave or loss of pay for firefighting and rescue work as members of volunteer fire companies or Civil Air Patrol units. Absence will be supported by a statement from the employee's fire chief or unit commander certifying to the required service and the time and date involved.

14.5. Blood Donations. Except for emergency requests for blood donation from the blood bank, employees will be granted up to four (4) hours excused absence for the purpose of donating blood when the employee's shift would terminate within the four (4) hours recovery period. Such absence will normally be requested one (1) week in advance and be scheduled for up to the last four (4) hours of the employee's regular shift tour of duty. If the supervisor is unable to approve the absence on the day requested, the employee and the supervisor will mutually agree on the first available day that the employee can be released. The employee will provide the supervisor proof of donation upon return to duty when requested in advance by the supervisor. For emergency requests from the blood bank, the employee will be released immediately, subject to mission or workload considerations, for a period not to exceed four (4) hours or the remainder of his/her regular day shift tour of duty whichever is less. When the employee must

travel a long distance or when an unusual need for recuperation occurs, up to an additional four (4) hours may be approved.

## **ARTICLE 15**

### **SAFETY**

15.1. It is mutually agreed that the maintenance of a safe working and living environment and the improvement of job efficiency will be aggressively pursued by both Management and the Union. A Union representative will become a member of the post Safety Council and will be afforded the opportunity to attend scheduled meetings.

15.2. Management's goal is to provide and maintain safe working and living environments and comply with applicable Federal laws, state laws, and OSHA regulations relating to the safety and health of employees. Management will take prompt and appropriate action to correct unsafe conditions or actions.

15.3. To insure reasonable employee safety, Management and the Union agree to demand that all employees observe safe working practices and wear prescribed personal protective clothing, equipment and devices when performing assigned functions and promptly correct or report to the appropriate supervisor any unsafe conditions or acts.

15.4. Management agrees to identify hazardous situations relating to toxic gases and other unsafe conditions within the arctic environment, to insure that two-man or buddy system is used when appropriate (e.g. working on energized lines with voltage in excess of 440 volts or working in the Utilidor System).

15.5. Non-administrative areas (shops) will conduct a safety meeting at least quarterly. Attendance by all unit employees available for duty that day (except for emergencies) is required and reports of unsafe conditions or employee violations of accepted practices will be forwarded through supervisory channels to the lowest level of Management empowered to correct the condition. The Shop Steward of the shop affected will participate, if available. If management or the Union has an issue affecting administrative or non-administrative areas which can be best handled by a safety meeting, Management agrees to call a safety meeting for the affected employees, in addition to the above requirement for scheduled safety meetings. Administrative areas will have an annual meeting.

15.6. First aid kits will be installed and maintained in areas in which hazardous jobs are performed or past experience has indicated that kits would be beneficial. Employees will be given periodic instructions in use of kit and emergency first aid procedures.

15.7. Management agrees to bear expenses for special and/or protective clothing and equipment in accordance with locally negotiated policies needed in connection with assigned duties as required by applicable regulations. Safety boots and prescription ground safety glasses will be issued as personal property to the employees. If an employee so desires, he/she may retain safety glasses and safety shoes without charge upon separation. Such clothing and equipment will be furnished to authorized employees as soon as possible. These items will be the type, style, and brand allowed by supply and procurement regulations.

Employees are expected to protect themselves against the arctic environment; however it is agreed that cold weather protective clothing and equipment will be issued to unit employees for jobs that require protective gear (i.e., parka, cold weather boots, arctic mittens, cold weather coveralls and laundry bag). Such items may be cleaned at the post laundry and will be turned in upon separation or transfer, as required.

15.8. The Parties agree that it is the responsibility of each employee to report immediately an on-the-job injury to their first line supervisor. It is the supervisor's responsibility to complete the necessary report if the employee is unable to do so. Supervisors will inform employees of the regulatory provisions of initial injury reporting under the Office of Worker's Compensation Program (OWCP). At the time of an on-the-job accident, the supervisor will encourage that employee report to the post medical facility for diagnosis and treatment of first-aid-type injuries. Employees may elect to go to a physician or choice, but need a Form CA-16 before going to the physician of choice. Failure to complete the appropriate forms at the time of the injury may be a basis for denial of OWCP benefits. An employee will be promptly notified of any controverted action, to include the basis for controversion. Management reserves the right to assign injured employees to duties (light duty) compatible with the nature of the injury and in keeping with the evaluation of Management's medical authority or a medical authority designated by Management.

15.9. Where an employee is assigned duties which he/she believes hazardous, or are such that he/she feels are unsafe or for which he/she believes he/she requires additional assistance, tools, or equipment to perform safely, he/she shall bring such facts to the supervisor's attention. The supervisor shall promptly inspect the situation to determine whether the alleged condition or situation is an unsafe one. If a dispute still exists after the supervisor directs the employee to perform the duties, the condition or situation will be reviewed by at least a second line supervisor or a designated safety official to determine if the employee should continue to perform the duties. At that time the employee will be afforded the opportunity to contact the Union (the employee has the right to refuse to a work assignment only when there is a reasonable belief of imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress (29 CFR 1960.46)).

15.10. The parties agree that when employees are exposed to conditions which may impair health or welfare of the employee, a recovery period is authorized in order to prevent over exposure.

15.10.1. When environmental working conditions become uncomfortable such as too cold, flooding or hazardous weather conditions, an employee should contact their supervisor. The supervisor will quickly verify the environmental condition and will determine the appropriate action. If not resolved the employee should contact their Union representative.

## **ARTICLE 16**

### **WAGE SURVEY**

16.1. The Union shall be notified of impending annual full scale and wage change surveys as soon as possible after notification by the local wage survey committee. The Union may submit recommendations to the local wage survey committee or the lead agency concerning augmentation of the key job list

16.2. Each local covered by this agreement will be allowed one (1) person to give testimony at wage survey hearings. In addition, the locals covered by this agreement may collectively have another person in addition to the above number when the locals feel such a person is necessary to give testimony requiring expertise not available to other persons giving testimony.

16.3. Employees who are participants will use government aircraft, if available, for travel required in conjunction with the wage survey.

## **ARTICLE 17**

### **POSITION AND PAY MANAGEMENT**

17.1. Employees and the Union will be notified of impending classification surveys, results of surveys and resulting proposed changes in job description, title, grade and series.

17.2. Employees have the right to appeal classification decisions.

17.2.1. Management guarantees and protects the rights of position classification appeal, and insures that the right may be exercised without restraint or fear of reprisal. Employees will be informed by Management of their complaint and appeal rights under appropriate regulations necessary for requesting a review of what they consider to be inequities in the classification and/or grading of their position(s).

17.2.2. An employee has the right to be assisted in preparing and presenting his/her position classification complaint or appeal. However, an employee may not choose a member of the CPAC staff or a member of the DOD Office of Complaint Investigation as his/her representative.

17.2.2.1. Although an employee has a right to request the Union as a representative in presenting his/her complaint, there is no right to have a representative present at a site audit initiated by Management, except as outlined below.

17.2.2.2. If an employee requests an audit to resolve specific aspects of his/her official job description, that the CPAC determines may be significant enough to affect the pay category, title, series, or grade of his/her job, the employee may have a representative present at a site audit of stipulated aspects of the job description provided he/she has accomplished the following:

17.2.2.2.1. A formal written complaint must have been filed under the applicable procedures.

17.2.2.2.2. The content of the official job description or record must have been placed in controversy by allegation of specified inaccuracies, and

17.2.2.2.3. The employee must specifically request the presence of a representative.

17.2.2.3. Where a job audit is made part of Management operations, there is no right for the employee to have a representative present even though a classification complaint or appeal may be pending, unless the conditions in 17.2.2.2 above are met.

17.2.2.4. Presence of an employee representative in no way abridges, reduces, or affects the authority and responsibility of Management to prescribe prospectively the duties and responsibilities assigned to each civilian position and to make the evaluation determinations required.

17.2.3. If in the process of an informal classification complaint, a desk audit is requested, the employee will be advised of the above procedures by either the position classification specialist, or the employee's supervisor.

17.3. Employees are entitled to Union representation in gaining an explanation of that which gave rise to a complaint. In the event the issue is not resolved, the employee and/or his/her representative will be furnished papers, to include classification standards (where applicable), necessary for any subsequent formal complaint.

## **ARTICLE 18**

### **TRAINING AND DEVELOPMENT OF EMPLOYEES**

18.1. The Parties agree that the training and development of employees within the unit is a matter of primary importance to the Parties. Management and Union will cooperate in providing maximum training and development of all employees consistent with the needs of the organization. Management agrees to develop and maintain forward-looking, effective policies and programs designated to achieve this purpose. The Parties recognize that the employees have a responsibility to maintain proficiency in connection with their duties. When training is scheduled between eleven hundred (1100) and thirteen hundred and thirty (1330) hours, where practical, Management will make every effort to change the employee's lunch period to coincide with the training.

18.2. If training opportunities are intended to prepare an employee for promotion and such training is required as a condition for promotion, selection shall be made in accordance with the provisions of the merit promotion plan. Other training opportunities will be made available to unit employees by Management. Management will screen applicants for training and determine their suitability for said training. When training is offered to a particular employee in an effort to improve their performance to the fully successful level, said training need not be offered to coworkers whose current performance levels are fully successful. Upon request, reasons for deferring or disapproving training requests will be discussed with the employee.

18.3. Employees will have an opportunity for on-the-job training when necessary. Cross training may be encouraged whenever; (a) work load permits, and (b) Management determines a need exists. In no instance will cross training be used solely to qualify a single employee for promotion. Management is responsible for employee development. Supervisors will make every effort to rotate on-the-job training among employees, and will determine what training is required (i.e. new technology, new equipment) assisting the employee in developing a plan of training consistent with the requirement of the position and the organization. At no time should training be provided for the sole purpose of personal employee development with the exception

of recognized career programs, upward mobility and intern positions, where employee development is an inherent part of the program.

18.4. Within budgetary limitations, Management will provide employees with formal training and development opportunities which enable employees to do their work effectively and attain their career objectives. Such opportunities will be based on the best interest of the Department of the Army and the employee; however, in no instance, solely for the benefit of the employee.

18.5. Management will identify those situations in the specific work environment that training can aid in achieving its defined objectives and goals. Available training programs will be discussed with the employees' who would normally be eligible for such training.

18.6. Management agrees to give advance notice to the Union in regard to the installation of any new industrial equipment, machinery, or process which would result in major changes of work assignments or training of employees.

18.7. Management agrees that, within the limits of their authority, employees who are required, as a condition of employment to have certifications for the positions they hold, will be recertified at their present level of certification at management expense.

## **ARTICLE 19**

### **ENVIRONMENTAL HAZARDOUS DUTY PAY**

19.1. The Parties agree that their objective is the elimination or reduction to the lowest level possible of hazards, physical hardships, and working conditions of an unusually severe nature. Payment of environmental differential pay will be authorized only when the unusually severe nature of the hazard, physical hardship, or working condition has not been practically eliminated. Either Party may submit a specific proposal to establish or delete a local category to the CPAC. The Parties agree that environmental and hazardous duty differential pay will be administered in accordance with 5 CFR 532 and 550, and Headquarters USARAK Regulation 690-500.

19.2. When the Union or Management proposes that local work situations warrant coverage under payable categories or Appendix A, 5 CFR 532 and 5 CFR 550, it will notify the other party of the work situation and the nature of the exposure showing clearly that the hazard, physical hardship, or working condition which results from that exposure is of an unusual nature, upon receipt of the party's position, the Parties will meet within ten (10) calendar days or at an otherwise mutually agreeable time for the purpose of resolving the issue. If agreement cannot be reached, the Parties will enter the alternative dispute resolution process and use that process to resolve the EDP/HDP dispute and to determine the extent of retroactive differential pay for each employee is involved.

## **ARTICLE 20**

### **REORGANIZATION AND RIF**

20.1. Management will timely furnish the Unions a copy of any action request or information concerning reorganizations, furloughs, or manpower reductions which may adversely affect unit employees, contingent upon security classification. The Union will provide assistance in communicating to employees the reasons for affecting any RIF.

20.2. Upon request Management agrees to provide the Union access to unclassified information regarding position authorization and organizational and functional data.

20.3. In cases of pending changes in organization, functions or missions, Management has the responsibility to minimize employee impact in accordance with applicable regulations. Employees who are separated under RIF have specific rights to be re-employed under DOD 1400.20-1-M, DOD Program for Stability of Civilian Employment. Management agrees to publicly advise and personally counsel employees in options and opportunities available. Employee placement preferences will be considered, as applicable, under RJF procedures.

## **ARTICLE 21**

### MERIT PROMOTION

It is agreed that the filing of unit positions through the merit procedures and policies will be made in accordance with the appropriate section(s) of the Merit Promotion and Placement Plan(s). The CPAC will provide copies of the plan upon request Management agrees to consult on all revisions.

## **ARTICLE 22**

### INFORMATION TO EMPLOYEES

22.1. Management agrees to print and make distribution of copies of this agreement and appropriate attachments to all employees in eight and one half (8 ½) inch by eleven (11) inch or pocket size.

22.2. Management agrees to advise new employees of the existence of the exclusive bargaining unit on the installation, and provide a copy of this agreement and attachments.

22.3. Regulatory information pertinent to the employee's employment is available at CPAC and may be reviewed by employees after acquiring supervisory permission for the absence.

## **ARTICLE 23**

### VOLUNTARY WITHHOLDING OF UNION DUES

23.1. DFAS shall deduct Union dues from the pay of all unit members who voluntarily request and authorize such deductions on Standard Form (SF) 1187 in accordance with provisions of

this Article, and further, shall pay over or remit such deductions to the Union as hereinafter set forth.

23.2. Unit members may make an allotment for the payment of biweekly dues to the Union at any time by completing one copy of SF 1187 request and authorization for voluntary allotment of compensation for payment of employee organization dues. It shall be the responsibility of the Union to obtain the form, to make it available to its unit members, to instruct its unit members to complete the personal items on the form, to certify the amount of its dues, and to deliver the completed form to Customer Service Representative (CSR). The CSR will maintain the completed form on file.

23.3. Allotments will become effective the first complete pay period after the SF 1187, properly completed and signed and submitted to the CSR by the last Friday of the pay period.

23.4. The Union agrees that changes in the amount of the allotment because of changes in the amount of Union dues will be made no more than once each six (6) months. Whenever there is a change in the amount of dues being withheld, the Union will certify the amount of change to the CPAC.

23.5. An employee desiring to cancel an allotment for Union dues must submit an SF 1188 only between 1 March and 15 March to the CSR. This time period has been established as the annual withdrawal date and the Union will notify its members of this provision as required by law. Allotment will be canceled effective the first full pay period following 15 March. The only exception to the annual withdrawal date is the first anniversary of the employee's membership date. CSR will furnish the Union a copy of the SF 1188 within the first full pay period of the date received by Management.

23.6. The Union will promptly notify the DFAS Customer Service Representative in writing when a unit member, who has executed an allotment form for the payment of dues, is expelled, suspended or for any reason ceases to be a member in good standing. The DFAS customer service representative will insure that employee's allotment is discontinued effective with the beginning of the first complete pay period after receipt of the written notice. DFAS cannot refund dues deducted prior to notification

23.7. An allotment for a unit member will be terminated at the end of the pay period during which an employee is separated from the employer's rolls through death, retirement, transfer, resignation or other causes, or when employee moves or is reassigned or is promoted to a recognition area not covered by this agreement.

23.8. Allotments for all unit members will be automatically terminated in the event that exclusive recognition is no longer accorded to the Union or when this agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense. The termination will be effective at the beginning of the first pay period for which deductions are made after exclusive recognition is no longer accorded or when this agreement is superseded or terminated by an appropriate authority outside the Department of Defense.

## **ARTICLE 24**

### **USE OF OFFICIAL FACILITIES**

24.1. Reasonable space will be made available to the Union for posting of information on appropriate bulletin boards; reasonable space is considered to be eight (8) square feet on a standard 4 feet x 8 feet bulletin board. This will be limited to one per building or complex of buildings where the same employees use the whole complex. In the event that space is not adequate on existing bulletin boards or none exist, the Union may erect an appropriate board for its exclusive use after obtaining permission from the appropriate supervisor. The Union will assure that the information is current, maintained in a neat manner, and does not violate any law, regulation, provisions of the Basic Labor Agreement, the security of the activity, or contain inflammatory material which does not promote good Labor/Management relations.

24.2. When possible, Management will make facilities (for meetings and distribution of publicity) available to the Union as provided for in DOD directives.

24.3. DSN will be made available to Union officials to conduct Labor/Management relations business. In addition, all stewards will have access to government telephones for local use when necessary in conducting proper Labor/Management relations activities.

24.4. The President and the Chief Steward of each local shall receive, upon request a commercial telephone to conduct Union business. The cost of the service will be borne by the Union. DSN telephone service will be provided at no cost to the Union. AFGE locals will be listed by name, title and phone numbers on all staff directories.

24.5. Information on the use of recreational facilities is available through DCA

24.6. The Installation Commander will, if available, license the Union to occupy on a nonexclusive basis an appropriate amount of office space upon request. Space will be provided in accordance with AR 405-80 and may be terminated by the government upon thirty (30) days advance notice. Non-exclusive space will be provided on a twenty-four (24) hour basis, subject to security requirements, at no cost to the Union. The Union will be responsible for securing office furniture and equipment during the period of non-use. Requests will be submitted to the CPAC, Fort Richardson, Alaska, to be forwarded to the next Post Planning Board to be acted upon.

## **ARTICLE 25**

### **PERFORMANCE MANAGEMENT SYSTEM (PMS)**

25.1. It is agreed that the performance of unit employees will be appraised in accordance with AR 690-400. A written annual appraisal will be prepared within 45 calendar days following the end of the rating period. Management will timely provide the employee the original copy of the annual appraisal.

25.2. At a minimum, supervisors will hold an initial objectives review within the first 30 calendar days and progress reviews at the midpoint of employees' rating periods. Periodic counseling sessions with employees will ensure timely identification of their strengths and weaknesses and help to avoid unexpected performance ratings at the end of the rating period. Management will timely provide the employee a copy of any documented counseling/progress reviews.

25.3 Union and Management agree that performance awards should be used both to reward past performance and as an incentive to stimulate future high-level performance of the awardees and their peers. Organizational accomplishments, including the employee's overall contributions to mission accomplishment, should be major considerations when recommending or approving performance awards.

## **ARTICLE 26**

### DISCIPLINARY/ADVERSE ACTIONS

26.1. Management and the Union agree that all employees are, bound to adhere to the standards of conduct as outlined in the Joint Ethics Regulation (JER), as amended.

26.2. The term "formal disciplinary action" means a written reprimand or a suspension of 14 days or less.

26.3. "Adverse Action" means removal, suspension for more than 14 days, reduction in grade or pay, or furlough for 30 days or less.

26.4. Management and the Union acknowledge the existence of a Table of Penalties in AR 690-700, Chapter 751 and its uses contained therein. Management and the Union recognize the Douglas Factors and their application to disciplinary/adverse actions.

26.5. Management will notify the Union the effective date of suspensions.

## **ARTICLE 27**

### GRIEVANCES

#### AN ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCESS

27.1. Management and the Union are committed to using alternative dispute resolution (ADR) processes to achieve expeditious resolution of disputes at the lowest possible level. This is a non-adversarial process. Union and Management are committed to entering each phase of the ADR process without a position, prepared to listen and understand, and resolve the dispute solely on the merits of the case. Except as noted in Section 3 of this Article, this is the exclusive procedure available to Management, the Union and employees for the purpose of resolving disputes. It is the intent of the Union and Management that employees and supervisors make every effort to resolve disputes at the lowest level.

27.2. A dispute under this Article is defined as a request by an employee, or by a group of employees acting as individuals, for personal relief in a matter of concern or dissatisfaction over any condition of employment of the employee(s) which is subject to the control of agency Management except this Article shall not apply with respect to any dispute concerning:

27.2.1. Any claimed violation of Subchapter III of Chapter 71 of Title VII (relating to prohibited political activities).

27.2.2. Retirement life insurance, or health insurance

27.2.3. A suspension or removal under Section 7532 of Title VII

27.2.4. Any examination, certification, or appointment

27.2.5. The classification of any position. The classification is not itself grievable.

27.2.6. Separation actions for temporary employees or employees serving a probationary period.

27.2.7. Any proposed action.

27.2.8. EEO matters (including mixed cases described at 5 U.S.C. 7702(A)).

27.2.9. The decisions to contract.

27.3. This dispute resolution process is the exclusive procedure available to Management, the Union and employees for the purpose of resolving all grievances/disputes that have not been expressly excluded from this process. However, this dispute resolution process does not deny an employee the right to use a statutory procedure if the statute provides the employee with the choice to use a statutory procedure or a negotiated grievance procedure. If the statute provides such a choice, the employee may use either the statutory procedure or this dispute resolution process, but not both.

27.4. Any employee desiring representation under the negotiated dispute procedure may only have Union representation or someone appointed by the Union. However, the employee may represent himself/herself provided the Union is allowed to be present at any formal discussion on the dispute and is present when an adjustment is rendered on the dispute.

27.5. At any time in the dispute process, the employee(s) who initiated the dispute may be present during the discussion if he/she so desires and shall suffer no loss of pay or leave. However, in any instance where more than one unit member is pursuing an identical dispute, the Union may

27.5.1. Select one grievant and one representative to pursue the dispute.

27.5.2. Provide a list of the other grievants to the interested Parties, and

27.5.3. Agree to be bound in all cases by the outcome of the dispute.

27.6. In the event either party should declare a dispute nongrievable or nonarbitrable, all questions of grievability or arbitrability shall be referred to the Deputy Garrison Commander or organizational Director/Commander before referring to arbitration. Requests to refer issues of grievability/arbitrability to the Deputy or Director/Commander shall be submitted in writing to the CPAC Labor Relations Specialist within 4 calendar days of declaration.

27.7. Where issues have been raised, this will be presented as a threshold issue to the arbitrator. The arbitrator must then rule on issues of merit only when issue is declared grievable/arbitrable.

27.8. Management shall, upon request, permit a designated Union representative inspection privilege of pertinent payrolls and other records permissible without violating laws, rules, or government policy, for the purpose of substantiating the claims of the Parties.

27.9. During the dispute presentation, accommodation will be made so that all members are normally in a duty status. Disputes properly initiated by unit members will proceed as follows:

27.9.1. All disputes shall be taken up in writing with the employee's immediate supervisor within twenty (20) calendar days after the occurrence of the matter out of which the dispute arose, or the employee's first knowledge of the occurrence. Such disputes will not be presented or considered at a later date. If the immediate supervisor does not have the authority to resolve the dispute, the immediate supervisor has the responsibility to raise the dispute through their supervisory chain to a level that is able to identify the authority to resolve the dispute.

27.9.2. Step 1. The supervisor of the aggrieved employee will make every effort to meet with the employee and his/her Union representative as soon as possible but not later than six (6) calendar days after receiving the written notice of dispute (please use the Notice of Dispute, at Appendix B). In cases where the first line supervisor does not have the authority to resolve, the person with the authority to resolve will be included in the initial meeting. The supervisor will provide a written decision to the employee on the dispute as soon as possible and not later than 10 calendar days following the initial date of discussion.

27.9.3. Step 2. If the dispute is not satisfactorily resolved at Step 1 it shall be presented in writing to next higher supervisor or other official having the authority to resolve the dispute within 10 calendar days after completion of Step 1. The parties will meet not later than 10 calendar days after receiving the Step 2 dispute. The group will seek resolution of the dispute by using interest based problem solving (IBPS) techniques. The supervisor will provide a written decision within 10 calendar days after the meeting.

27.9.4. If the dispute is not satisfactorily resolved at Step 2, the aggrieved party may elect to continue to Step 3 described below or may elect the use of a neutral party to act as a conciliator, facilitator, or mediator to aid in resolving the dispute. Use of a neutral party does not replace the employee's right to continue to Step 3 of this process.

27.9.4.1. If the aggrieved employee elects the use of a neutral party, a notice of that request will be sent the CPAC Labor Specialist. The CPAC Labor Specialist will complete scheduling of the meeting with the neutral party within 10 calendar days and the meeting will normally convene within twenty-one calendar days from the receipt of the notice. The aggrieved employee and the official that heard the Step 2 process will attend the meeting with the neutral party. The first line supervisor may attend the meeting as an observer. Any agreement reached in this meeting will be binding. A representative from the CPAC may attend this meeting to ensure agreements do not violate personnel rules/regulations.

27.9.5 Step 3. If the dispute is not satisfactorily resolved the Step 2 or through the use of a neutral party, it shall be submitted in writing to the CPAC Labor Specialist within 10 calendar days after receiving the Step 2 decision or within 10 calendar days after the neutral party meeting. The request for the Step 3 will include the issues grieved; the personal relief requested; specify whether or not oral presentation is desired; if witnesses are anticipated; a list

of reasonable number of witnesses who have direct knowledge of the circumstances of the case; and Step 1 and 2 decisions.

27.9.5.1. The deciding official is normally the third level supervisor or the first higher official not involved in the action with the authority to resolve the dispute, but not higher than the local Commander or local Agency Head.

27.9.5.2. If an oral presentation is requested, the deciding official will, within 10 calendar days after receipt of the written grievance, meet with the aggrieved employee. If an oral presentation is not desired, the deciding official may render a decision based on the information contained in the grievance case file.

27.9.5.3. A written decision will be issued within 10 calendar days after the review. As far as the employee is concerned, this decision is final unless either party invokes arbitration.

27.10 Disputes which will deviate from this dispute resolution process are as follows:

27.10.1. Disputes concerning disciplinary or adverse actions will be submitted in writing to the CPAC Labor Specialist for referral at Step 3 within ten (10) calendar days of the effective date of the action.

27.10.2. Disputes involving the rating and ranking of employees under the merit promotion system will be submitted in writing to the CPAC Labor Specialist within ten (10) calendar days from the date the employee was notified of their rating or the employee's first knowledge of their rating.

27.10.2.1. The CPAC will review the dispute allegation and based on the merits of the allegation, take immediate action to suspend or hold the personnel action. The CPAC will make every effort to resolve the dispute and will provide the employee or union representative a written decision within ten (10) calendar days.

27.10.2.2. The decision rendered by CPAC, if not resolving the issue, may be returned to the CPAC by the affected employee for further review. If returned to the CPAC within ten (10) calendar days, the matter will be submitted to the Garrison Commander. The Garrison Commander will provide a written decision within twenty (20) calendar days. That decision is final to the employee.

27.11. A problem involving any alleged violation of the interpretation or application of the Agreement between the Union and Management will be submitted through the CPAC Labor Specialist to the other party for informal resolution within ten (10) calendar days of occurrence or first knowledge of the alleged violation or problem. The Parties agree that these disputes should be resolved informally, if possible. Any matter grievable pursuant to Article 27 or any matter specifically excluded from the dispute procedure in Article 27 shall not be grieved pursuant to this Article. If an informal resolution is not achieved within the first ten (10) calendar days after receipt of the informal dispute, a formal dispute may be filed in the next five (5) calendar days in accordance with the following:

27.11.1. Any dispute submitted by Management will be in writing and addressed to the President of the appropriate local.

27.11.2. Any dispute submitted by the Union will be in writing to the CPAC Labor Specialist.

27.11.3. The written dispute will indicate the Article/Section of this agreement which it alleges has been misinterpreted or misapplied and will include the relief requested, all pertinent data relating to the dispute including dates, places, personnel involved, and when necessary, rationale supporting their position. When resolution can not be reached through interest based problem solving (IBPS), the issue of interpretation or application of the Agreement will be submitted to arbitration by the grieving party.

## **ARTICLE 28**

### **BINDING ARBITRATION**

28.1. Any dispute not satisfactorily settled under the Alternative Dispute Resolution (ADR) process may be submitted to binding arbitration.

28.2. If a dispute of grievability or arbitrability is not satisfactorily settled by the Alternative Dispute Resolution (ADR) process, the issue of grievability and/or arbitrability shall be referred to arbitration upon the written request of either party pursuant to Section 4 of this Article. The issue of grievability and/or arbitrability will be presented and decided as a threshold issue before review and decision of the arbitrator on the merits of the case.

28.3. Disputes concerning reports of survey, in accordance with applicable laws and regulations, will be appealed in accordance with Army Regulation 735.5. Reports of survey disputes not satisfactorily settled in accordance with this regulation may be submitted to binding arbitration.

28.4. Arbitration may be evoked only by Management or the Union within thirty (30) calendar days from the date of the Step 3 decision. The Parties will jointly or individually request the Federal Mediation and Conciliation Service (FMCS) a list of persons qualified to act as arbitrators. Written extensions must be requested prior to expiration of time limits.

28.4.1. The Parties may elect to use standing arbitrator(s) from a standing short list prepared during the procedure in Article 28.4, for a global solicitation of arbitrators

28.4.2. If the first list of persons qualified to act as arbitrators provided by FMCS is found to be unsatisfactory, the Parties will jointly or individually request the FMCS provide another list.

28.5. The Parties shall meet within ten (10) calendar days after the receipt of such a list. An extension may be requested. If the Parties can not mutually agree upon one of the listed arbitrators, then Management and the Union will alternately strike one arbitrator's name from the list and shall then repeat this procedure. The remaining name shall be the selected arbitrator. If for any reason either of the Parties refuses to participate in the selection of an arbitrator, the other may then choose any person from the Federal Mediation and Conciliation Service (FMCS) or other roster to be the duly selected arbitrator.

28.6. The Parties agree to share on an equal basis any fees imposed by FMCS and for the services of the Arbitrator. The Party calling non-government witnesses for the purpose of testifying at an arbitration proceeding will be responsible for expenses incurred for such witness unless otherwise agreed to by the Parties.

28.7. No less than fourteen (14) calendar days prior to an arbitration hearing, the Parties will meet and attempt to mutually frame the issue(s) and to stipulate to as many facts as possible in an effort to minimize the time of the arbitration proceedings. If good faith effort fails to mutually frame the issue(s), the Parties will separately frame the issue(s) in writing with copies to each other and the arbitrator. Joint submissions will be presented to the arbitrator at the time of the hearing. The arbitrator shall determine the issue(s) to be heard.

28.8. The Parties agree to exchange a list of proposed witnesses and a summary of the expected testimony fourteen (14) calendar days prior to the scheduled arbitration proceeding in an attempt to keep number of witnesses to a minimum necessary to effectively present their case to the arbitrator.

28.9. The arbitrator will be requested to render his decision as quickly as possible, but in any event, not later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time period.

28.9.1. No post-hearing briefs will be provided to the arbitrator unless agreed upon by the Parties.

28.9.2. Either Party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority. In the event an arbitrator's award is appealed by either Party to the Authority, the award shall be stayed or delayed until final ruling of the Authority is received. If no exception to the arbitrator's award is filed within the time period provided by the Statute the award shall be final and binding, and implemented within forty-five (45) calendar days when possible.

28.10. Any dispute over the interpretation of an arbitration award shall be returned to the arbitrator for clarification. Each Party will prepare its interpretation of the award which will be submitted to the arbitrator and a copy served to the other Party. Submissions will be sent to the arbitrator within thirty (30) calendar days after the decision/award is received.

28.11. To expedite the hearing process, the selected Arbitrator must be available for the hearing within sixty (60) calendar days or the Parties will meet and select another arbitrator. The Parties may request another list

## **ARTICLE 29**

### **EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program (EAP) is available to provide services and/or referrals to employees who need counseling on drug or alcohol abuse, stress, anger management, emotional issues and family problems.

## **ARTICLE 30**

### **EQUAL EMPLOYMENT OPPORTUNITY**

30.1. Management and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age race, color, religion, sex, national origin, or mental/physical handicap and to promote the full realization of equal employment opportunity through a continuing campaign to eradicate every form of prejudice or discrimination from the employer's personnel policies and practices and working conditions.

30.2 Management will consider to the fullest extent the present skills of employees, including the redesigning of jobs where feasible, and will consider providing the maximum feasible opportunity to employees to enhance their skills through on-the-job training, work-study programs, upward mobility, and other training measures so that they may perform at their highest potential and advance in accordance with their abilities.

30.3 The Equal Employment Opportunity Program will insure the above stated policy shall be maintained within the unit.

30.4. When a counselor vacancy occurs, the Union may nominate candidates for Management to consider along with other candidates for the selection of a new counselor. The selected counselor will be trained by Management. Counselors cannot occupy official Union positions.

30.5. Management shall publicize the EEO counselor's names by E-Mail and by posting their names, addresses and photographs permanently on Official Bulletin Boards.

30.6. It is agreed that the EEO officer and Union officers will meet periodically to exchange information and to discuss matters of general concern which affect employees covered by this agreement within the overall EEO program. Such meetings will not be held to discuss discrimination complaints filed by individuals or groups.

## **ARTICLE 31**

### **OUTSOURCING AND PRIVATIZATION**

31.1. Management will timely furnish the Union a copy of any action, request or information concerning outsourcing or privatization received by or generated by Management. Release of information is subject to applicable laws.

31.2. Management and the Union will consult at the earliest time practicable on any planning or response associated with an action, request or information concerning outsourcing or privatization.

31.3. Management and the Union will be represented on any team which performs studies or work reviews, pursuant to any outsourcing or privatization action, or which develops specifications or scopes or work to be used for outsourcing or privatization, there is impact on bargaining unit employees.

31.4. Management and the Union will be represented on any team which will implement an outsourcing or privatization action or which plans and executes impacts on employees as a result of any outsourcing or privatization action, where there is impact on bargaining unit employees.

31.5. Where applicable, A-76 procedures (a cost-based review which determines whether a function performed by Federal employees may be contracted) will be used.

## **ARTICLE 32**

### SUPERVISOR'S RECORD OF EMPLOYMENT

32.1. The supervisor will advise the employee when adverse entries are made to the supervisor's record of the employee and request the employee initial the entry.

32.2. Counseling statements kept separately from the SF 78 card, which are over one (1) year old, cannot be used to establish a progressive offense unless a clear just cause is shown.

## **ARTICLE 33**

### PROTOCOL FOR AGREEMENTS

33.1. Purpose:

33.1.1. The purpose of this protocol is to establish a basic understanding governing the re-negotiations of the existing Basic Labor Agreement between the Union and Management. It is also the purpose of this Article to establish a basic understanding governing the use of interest based bargaining for negotiating amendments and local supplements to this agreement.

33.1.2. Pursuant to Civil Service Reform Act (PL 95-545), it shall be the responsibility of each party to negotiate in good faith with the objective of reaching agreement by the diligent and serious exchange of information and views by avoiding unnecessary protracted negotiations.

33.2. Management and the Union may use interest based bargaining procedures to arrive at agreements to include: the Basic Labor Agreement, and all modifications and supplements thereto, policies, procedures, or impact and implementation.

33.3. Finalization:

33.3.1. It is understood that after all proposals are agreed upon, the Union is not bound by the agreement until such time as the membership as a whole has the opportunity to ratify the agreement.

33.3.2. When the Parties have reached an agreement on the Basic Labor Agreement such agreement will be signed by the prime members of both Parties, the local President and the Garrison Commander at the same time and location. After the local signing, Management will

forward the agreement to Headquarters, Department of the Defense, which has the authority to review and approve agreements in accordance with PL 95-454.

#### **ARTICLE 34**

##### DURATION AND CHANGES

34.1. This agreement shall remain in full force and effect for a period of three (3) years from its effective date. Either Party to this agreement may give written notice to the other, not more than ninety (90) days prior to the anniversary date, of its desire to modify or extend this agreement. If neither Party serves notice to re-negotiate this agreement, the agreement shall be automatically renewed for a one (1) year increment, subject to the provisions of this Article.

#### **ARTICLE 35**

##### EFFECTIVE DATE OF AGREEMENT

This agreement is subject to legal and regulatory review by Headquarters, Department of Defense and is effective upon approval or on the 31st day after it is executed by the Parties.