

**NEGOTIATED AGREEMENT  
BETWEEN THE  
244TH AVIATION BRIGADE  
AND  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE) AS  
NEGOTIATED BY  
AFGE LOCAL 3593**

**PREAMBLE**

SECTION 1. The union, and management desire to enter into a labor-management agreement which will have for its purpose, among others, the following: (1) to promote high standards of employee performance; (2) to promote work practices that facilitate improved employee performance and efficiency; (3) to provide employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and (4) to promote constructive and cooperative relationships between union and management officials.

SECTION 2. Pursuant to chapter 71 of Title 5, US Code, the following articles constitute an agreement by and between the 244<sup>th</sup> Aviation Brigade, Fort Sheridan, Illinois, hereinafter referred to as “management”, and the American Federation of Government Employees (AFGE) as negotiated by AFGE Local 3593, hereinafter referred to as the “union.” This agreement, and such agreements and supplements as may be agreed upon from time to time constitute a collective bargaining agreement between management and the union.

## **ARTICLE I RECOGNITION AND UNIT DETERMINATION**

SECTION 1. Management hereby recognizes that the union is the exclusive representative of all employees in the unit (as defined in section 2, below). The union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to union membership with respect to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions, subject to express limitations set forth elsewhere in this agreement.

SECTION 2. This agreement is applicable to all employees of the U.S. Army Reserve Command, 244<sup>th</sup> Theater Aviation Brigade, Fort Sheridan, IL assigned to Aviation Support Facility (ASF) Lewis and aviation military units at Ft Lewis, Washington, but does not include management officials, professional employees and employees described in 5 USC 7112 (b) (2) (3) (4) (6) (7).

SECTION 3. Change of organizational name or designation shall not affect the composition of the bargaining unit or applicability of the agreement.

## **ARTICLE 2 UNION RIGHTS**

SECTION 1. The union will designate no more than one steward for the Fort Lewis facility. The union will supply management with a roster of the names of the designated officers and representatives from the bargaining unit and will post a copy of the roster on the union bulletin boards in the unit. The union will notify management of any change in the above.

### SECTION 2.

A. Union officials and the employees they represent are authorized to use reasonable amounts of official time to conduct business. The union recognizes its responsibility to insure that its stewards and representatives do not abuse this authority by being unduly absent from their assigned work, and that every effort will be made to perform representational functions in a proper, expeditious manner. It is agreed that official time granted shall not be used for discussion of any matters connected with the internal management or operations of the union (such as the collection of dues, assessments or other funds), the solicitation of memberships, or campaigning for elective office.

B. Stewards and union representatives will make reasonable effort to obtain permission from their immediate supervisor when they desire to leave work to carry out union duties. If the immediate supervisor is unavailable, permission will be requested from the next level supervisor. If the next level supervisor is also unavailable, then the steward/union representative is expected to use reasonable judgment in deciding how crucial and time sensitive the union duties are. If the duties are reasonably deemed time sensitive then the supervisor will be notified as soon as possible after the steward/union representative leaves the work area. Absences will be granted as official time and will normally be approved unless work situations demand otherwise, in which case absence will be allowed at the earliest possible time.

C. Requests by union representatives to meet with employees, or employee requests to meet with union representatives, will not require any prior explanation to the supervisor of the problem involved other than to identify the area to be visited. The union representative is entitled to reasonable privacy when conducting an authorized discussion of a grievance with employees in the unit of recognition.

D. Union representatives and employees will report back to their supervisors upon completion of union business and will suffer no loss of pay or other benefits as a result thereof. Official time used to conduct

such business will be documented and reported to the supervisor using a local form devised and agreed upon by both management and union.

SECTION 3. Reasonable time during work hours will be granted to union representatives and aggrieved employees for attendance at all hearing and meetings with management officials. Reasonable time will also be allowed for representatives to meet with employees to discuss, prepare for and present grievances, appeals, discrimination complaints and other appropriate matters.

SECTION 4. The steward is authorized to perform and discharge his/her duties and responsibilities. Each union representative is authorized to discuss and negotiate with the respective management official at his level on those matters specified in this agreement, e.g. Break periods, procedures for change in hours of work and tours of duty, grievances.

SECTION 5. There shall be no restraint, interference, coercion or discrimination against union representatives because of the performance of their duties.

SECTION 6. The union has a right to be represented at formal discussions between management and employees or employee representatives concerning individual employees' grievances, personnel policies and practices or other matters affecting general working conditions of employees in the unit. This right to be present does not extend to informal discussions of personal or work problems between an employee and-supervisory officials.

SECTION 7. Union will notify management when National representatives and other union staff members will be participating as union representatives.

SECTION 8. Solicitation of membership, or collection of dues shall be conducted during the non-duty hours of the employee(s) concerned.

SECTION 9. Nothing in this agreement shall be construed as abrogating the union right to communicate with its membership, the public, public officials or other parties; nor to oppose actions the union believes to be contrary to the interests of the employees they represent.

### **ARTICLE 3 MATTERS APPROPRIATE FOR DISCUSSION AND NEGOTIATION**

SECTION 1. If management proposes to establish new or make changes in personnel policies and practices of matters affecting working conditions, the union will be invited to discuss or negotiate as appropriate.

SECTION 2. For the purpose of this agreement, the following terms and definitions are accepted by the parties:

**DISCUSS:** The term discuss, where used in the agreement, means the parties will meet and exchange views. This is used where no agreement is necessary or required or on matters which are nonnegotiable.

**NEGOTIATE:** The process of formal bargaining, to include the services of the Federal Mediation and Conciliation Service, when necessary.

**OFFICIAL NOTIFICATION:** Notification in writing for which a written confirmation of receipt has been obtained from the union or management designee.

**UNION:** The local president or designated representative or as specified herein.

SECTION 3. If management proposes to make change (s) in personnel policies, practices, or matters affecting working conditions, it will give the union a draft copy of such changes. The union will be allowed seven (7) calendar days from presentation to concur or request formal negotiations. Management agrees to consult with the union during such seven (7) calendar days on request of the union. If the union requests formal negotiations, it shall do so by written notice, and shall include with the notice its counterproposals, if any. If the union does not make a timely request for negotiation, it will be deemed to have waived such right. Negotiations shall be scheduled to commence no later than seven (7) calendar days after the union's written notice requesting negotiations unless the parties agree to waive this time limit.

SECTION 4. Management is free to unilaterally implement the change after it has met its obligation to negotiate, to include the procedure under section 7119 of Title 5 to impasse, with the union; however, management must notify the union of the intended date of implementation. The union has the right to submit the issue to the Federal Service Impasse Panel. The parties will be bound by any recommendation of that panel.

SECTION 5. Discussion and/or negotiation shall take place during normal duty hours with any union representative being granted official time. Normally no more than three (3) representatives from each party will attend and a spokesperson will be designated by and for each party. Minutes of all such meetings will be published and approved by mutual consent.

## **ARTICLE 4 PROVISIONS OF LAW AND REGULATION**

In the administration of all matters covered by this agreement, officials and employees are governed by:

- A. Existing or future law;
- B. Published agency and government-wide policies and regulations in existence at the time the agreement was approved; and
- C. Subsequently published government-wide policies and regulations, which are required by law to be applicable to prior existing agreements.

## **ARTICLE 5 MANAGEMENT RIGHTS**

Management retains the right to determine the mission, budget, organization, number of employees, and internal security practices, and to hire, assign, direct, lay off, and retain employees within the units covered by this agreement, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations will be conducted; make selections for appointments from among properly ranked and certified candidates for promotions or any other appropriate source; and to take whatever actions may be necessary to carry out the mission during emergencies.

## **ARTICLE 6 EMPLOYEE RIGHTS**

SECTION 1. Management and the union agree that unit employees shall have and shall be protected in the exercise of the right, freely and without fear or penalty or reprisal, to form, join, and assist the union. Nothing in the agreement shall require an employee to become or to remain a member of a labor organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll

deduction. The freedom of such employee to assist the union shall be recognized as extending to participation in the management of and acting for the union in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the congress, or other appropriate authority.

SECTION 2. Each employee has the right, regardless of whether he/she is a member of a labor organization, to bring matters of personal concern to appropriate union and /or management officials under applicable law, rule, regulation, or established policy of the Department of the Army; or to choose his own representative, approved by the union, in a grievance under the negotiated grievance procedure in Article 20.

## **Article 7 Use Of Official Facilities**

SECTION 1. Management agrees, upon request of the union, to provide meeting space outside working hours, provided such space is available. The union will comply with all security and housekeeping rules in effect at that time and place. Request for use of facilities will be made in advance to the facility supervisor and will indicate the date, time and general purpose of the meeting and facilities needed.

SECTION 2. Management agrees to provide reasonably private space; access to telephone; and administrative equipment, as available, during duty hours for use by a union representative and by the employee(s) involved, to interview employees in connection with the preparation of grievances and adverse action appeals.

### SECTION 3.

A. Management agrees to provide the union nonexclusive office space when available for use by the union to conduct representational duties and to perform other functions prescribed by this agreement. The union agrees that union steward and/or other employee representatives or officers will not use the office while in a duty status except as authorized by management.

B. The parties agree that it may become necessary that the union vacate the space. When this happens, the union will be given a 30 day advance written notice. Management will make an effort to locate and offer alternate space should it be necessary for the union to vacate. Failure of management to locate an alternate space will cause the parties to meet and pursue a mutual search for space.

C. Except as mutually agreed by the parties the union shall not lease or sublease, loan or assign use of the space to any other organization, party or individual. In addition, the union agrees to assume liability and hold management harmless from any and all claims arising from the union's use of the office space. The union agrees to abide by all Department of the Army, FORSCOM and local regulations in the use of the office space. In addition, the union agrees not to make any interior structural or cosmetic changes without prior written approval from management.

D. The parties agree and understand that where the union does not comply with the terms and conditions of this section, the office space will be subject to forfeiture.

SECTION 4. The union understands that use of government telephones for making toll calls for other than official government business is a violation of federal law. Management will furnish the union president a working telephone at Aviation Support Facility Lewis. The steward and union official will be provided access to a telephone to conduct legitimate labor-management activities in conjunction with this agreement.

SECTION 5. Sufficient bulletin boards or bulletin board space will be provided in appropriate work areas for the display of union literature, correspondence, and notices. The union recognizes its responsibility to insure that posted material is accurate, that it adheres to high ethical standards, contains no spurious or defamatory material, and that no material contains propaganda against or attacks upon the United States Government or any of its agencies or activities, any state government or subdivision thereof, other employee

organizations, or any individual. It is further understood that a duly authorized union representative will sign all material the union may elect to post and will be responsible for that material.

SECTION 6. Management agrees to permit distribution of union literature to all employees in the units recognized by this agreement, during nonwork time, provided that they (1) are properly identified as material sponsored by the union; (2) contain nothing that would identify them as official management material or imply that they are sponsored or endorsed by management; and (3) are limited to matters of direct concern to employees in relation to the union or management.

SECTION 7. Management will reproduce copies of the agreement in sufficient quantities to deliver in bulk to the 244<sup>th</sup> AVN BDE and ASF Lewis so as each member of the bargaining unit and management officials will be provided with one copy. Management or the shop steward will provide each new employee with a copy of the agreement. Fifteen (15) additional copies will be furnished to the union.

## **ARTICLE 8 JOB DESCRIPTION AND ASSIGNMENT**

SECTION 1. Employees will be given advance notice of any changes or additions being proposed to their job description. Such advance notice will be far enough in advance to allow the employee an opportunity to prepare comments and recommendations on the proposed changes for presentation to management for consideration before such changes are made.

SECTION 2. Every employee within the bargaining unit will certify receiving a copy of their job description.

SECTION 3. When the mission requires the assignment of any significant, time consuming, regular, and reoccurring duty which is outside an employee's job description, management will discuss the procedures for assignment of such work with a union representative, if available.

SECTION 4. When it is necessary to assign an employee to a duty (flight or other duty) which will take an employee from the employee's normal duty station, the employee will, whenever possible, be notified the day prior to such assignment.

## **ARTICLE 9 EMPLOYEE PERFORMANCE AND RATINGS**

Employee appraisals will be administered in accordance with current performance management regulations.

## **ARTICLE 10 PROMOTIONS**

SECTION 1. Management will utilize, to the maximum extent possible, the skills and talents of its employees. It is understood that the parties agree to implement a memorandum of understanding and acceptance of the automated referral system called RESUMIX.

SECTION 2. Supervisors will be available to discuss career opportunities with interested employees and provide guidance on educational training experience factors required for various positions within their jurisdiction.

SECTION 3. Non-competitive temporary assignments to a higher paying position that is expected to last more than 30 calendar days, but less than 120 calendar days will be made by temporary promotion when the temporary assignment is to an established higher paying position and the employee meets necessary qualification requirements. The effective date of promotion will not be later than the beginning of the first pay period following the date of assignment into the higher paying position. Selection for a temporary promotion to a higher paying position that is expected to last more than one hundred-twenty (120) days will be made using merit procedures. Management agrees not to give unfair promotion advantage to one candidate through the above provisions.

## **ARTICLE 11 HOURS OF WORK**

SECTION 1. Except when management determines the activity would be seriously handicapped in carrying out its mission or that there would be substantially increased costs, the following scheduling rules will apply:

A. Assignments to tours of duty shall be scheduled in advance over periods of not less than four (4) weeks.

B. The alternate work schedule compressed workweek shall be scheduled on four (4) days, which for ASF employees will be Tuesday through Friday. Unit employees may work either a Monday through Thursday or Tuesday through Friday schedule ensuring office coverage and mission requirements are met. Normally, the three (3) days outside the basic workweek shall be consecutive.

C. The compressed work schedule non-overtime workday shall not exceed ten (10) hours.

SECTION 2. Tours of duty shall be posted in the appropriate work area covering a four-week period. Hours of ASF operation are normally from 0700 to 1730 Tuesday thru Friday.

SECTION 3. Individual temporary changes in hours of work or tours of duty will be made in accordance with the following procedures.

A. Under ordinary circumstances, management will make every reasonable effort to assign changes in a fair manner depending on the work to be performed considering the qualifications of the employees available to do the work.

B. Except when management determines the activity would be seriously handicapped in carrying out its mission or that there would be substantially increased costs, an employee affected by a change in hours of work or tour of duty will be notified of the change six (6) calendar days before the effective date, unless the employee is agreeable to the change.

C. A roster and record of employees involved in changes shall be maintained by management and may be reviewed by a union representative.

SECTION 4. Management will provide a reasonable amount of time; consistent with the nature of the work performed, for employees to change clothes at the end of the workday and to clean up prior to the lunch period and at the end of the workday.

SECTION 5. Each shift shall be allowed one (1) paid fifteen- (15)-minute rest period during the first and last half of each shift. The timing of the normal rest period will be mutually agreed upon by the steward and the supervisor.

SECTION 6. Nothing in this article prevents management and the employees from agreeing to other schedule changes.

## **ARTICLE 12 ENVIRONMENTAL DIFFERENTIALS**

SECTION 1. It is management's policy to eliminate environmental hazards when possible. When such situations cannot be overcome or avoided, appropriate environmental differentials will be paid to the employees exposed to such situations in accordance with existing directives.

SECTION 2. Distribution of duties for flying paid flights under 5 CFR 532.511 for WG employees and 5 CFR 550, subpart 1, appendix a for GS employees will be rotated among qualified and available employees on a reasonable basis. Existing rosters will be maintained to indicate paid or non-paid flights and such information will be provided to the union on request. If this causes a problem for either party, the union and management will develop a program to implement this section.

## **ARTICLE 13 OVERTIME**

SECTION 1. Management agrees that overtime assignments (all work performed in excess of the scheduled tour of duty) shall be distributed fairly and equitably among all qualified employees in the unit as far as the character of the work permits. Management, when selecting an employee for overtime, will give due consideration to the physical demands of the work, personnel availability, skills, and safety. Overtime work shall not be assigned as a reward or penalty to employees. Employees will be notified in writing prior to the beginning of their regular scheduled administrative workweek of any requirement to work regular scheduled overtime during the aforementioned period. Normally, employees will be given not less than twenty-four (24) hours notice of unscheduled overtime. Management will make existing records of overtime for employees of the unit available to union representatives upon written request to aid in resolving claims of unfair or inequitable distribution.

SECTION 2. The Union recognizes the right of management to require employees to perform overtime work when deemed necessary to accomplish the mission.

SECTION 3. All employees in the unit shall be compensated at overtime rates for all overtime worked, unless the employee is eligible for and elects in writing and in advance to take compensatory time in lieu of overtime payment. No employee will be coerced to elect to take compensatory time. Reasonable overtime necessitated by unforeseen situations resulting in delay when employees are away from their work site on authorized business shall be regarded as "officially ordered in writing" for purposes of this Article. Employees shall, whenever possible, contact their supervisor to report the delay. Except as provided above, employees will not work any overtime unless officially ordered to do so.

## **ARTICLE 14 LEAVE USAGE**

SECTION 1. Annual leave is an entitlement of the employee and will be approved, consistent with the needs of management.

SECTION 2.

A. Employees will project annual leave usage at the beginning of each calendar year and request it from their supervisor.



B. When a conflict in annual leave scheduling occurs among employees, the service computation date will govern in the absence of determinable personal hardship, and will be rotated each year thereafter.

C. Management recognizes that not all leaves can be projected at the beginning of the year. In those cases, employees will request leave as far in advance as possible. Supervisors will not deny leave requests without just cause.

D. In certain situations, management may need to cancel previously approved leave. In those cases, the leave will be rescheduled. If the leave cannot be rescheduled before the end of the year, and lost leave would result, rollover leave may be requested by the employee through his/her supervisor.

SECTION 3. Management and the union recognize and support the Family Friendly Leave Act and the Family Medical Leave Act.

SECTION 4. When administrative leave is granted due to inclement weather or other natural phenomena, a reasonable effort will be made by management to notify all employees so affected.

SECTION 5. Management will allow reasonable time off for employees to vote or register in accordance with applicable regulations.

SECTION 6. An employee will be granted necessary time off, without charge to leave or loss of pay, in accordance with applicable regulations in connection with a judicial proceeding by a court or authority responsible for the conduct of that proceeding to serve as either a juror or as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or local government is a party.

#### SECTION 7. BLOOD DONATION.

A. Employee(s) will submit a request for administrative leave to donate blood at least 24 hours in advance of the proposed appointment.

B. In accordance with current regulations, a maximum of four (4) hours of blood donation leave may be granted by management when the leave request is determined appropriate and workload conditions permit.

C. Employee(s) will provide a certificate of blood donation to their supervisor upon the employee(s) return to duty.

SECTION 8. The parties agree that sick leave should be used for legitimate purposes. For sick leave periods of three (3) consecutive workdays or less, the employee shall not be required to submit proof of illness unless there is evidence of abuse. A medical certificate may be required of an employee where there is evidence of abuse, such as repetitive use of sick leave before or after holidays, vacations, or days off.

SECTION 9. In those instances where an employee was on sick leave in excess of three (3) consecutive days and did not require medical attention, management may, at its option, elect to accept a written statement from the employee in lieu of medical certificate. The employee will notify the supervisor when he does not intend to see a doctor.

SECTION 10. Employees will notify management of their illness and absence from the job within the first two (2) hours of the employee's work shift. Failure to give such notice may result in a charge to AWOL. The employee need not notify management each and every day of his illness, if previous arrangements were made with management as to the nature of the illness and recuperation time.

SECTION 11. Advance sick leave will be governed by applicable regulations.

SECTION 12. Management will make a reasonable effort to provide light duty work for employees recuperating from illness or injury when all of the following criteria are met:

- A. Such duty is prescribed by a physician.
- B. Productive work is available that the employee is capable of performing without hazard to himself or others.
- C. The employee can be expected to return to full performance within a reasonable length of time.

## **ARTICLE 15 TRAINING**

SECTION 1. The training and development of employees within the unit must be a matter of primary importance. Training goals are (1) to maintain high levels of proficiency within technical fields, (2) to master new procedures and changes, (3) training must be a continuing process.

SECTION 2. During annual evaluation of employee performance, supervisors will conduct an inventory of training and development needs of personnel under their supervision. The inventory will project training requirements for the ensuing year, and information included will be discussed with the employees concerned during this annual evaluation of performance.

SECTION 3. A block of one hundred (100) hours of official time per year, subject to workload requirements, will be granted to officers and stewards of the bargaining unit to participate in union sponsored training when the subject matter of such training is of mutual benefit to the 244<sup>th</sup> AVN BDE and the employee in his capacity as an organization representative. The union will present an agenda of the training sessions when requesting leave under this article. Management agrees to consider and may approve requests for excused absence in excess of the 100 hour limit described above.

SECTION 4. Employees will be given adequate training time and be certified to perform hazardous duties or operate specialized equipment.

SECTION 5. Employees will provide management documentation of completed training. It is management's responsibility to ensure training data is entered into appropriate civilian records in a timely manner.

SECTION 6. Dual status military technician physical training program

A. ASF and unit personnel who are in a dual status military technician position are authorized to conduct physical training (PT) using up to two (2) hours of administrative leave per week. Employee(s) participation in this program is voluntary.

B. Employee(s) participating in the program have the option to extend their lunch period. Personnel who are away from the facility (e.g. Supply runs, annual leave, etc) will not participate in the program that day.

C. Employee(s) wishing to participate at the beginning of the shift must first report to work. Those wishing to participate at the end of shift must return to the facility before departing for home.

D. Physical training times that are missed will not be rescheduled.

E. Employee(s) will coordinate with their shop supervisor to determine the time, place, and days of participation in order to minimize mission impact.

F. With the exception of walking, running, and cycling all activities will be confined to the local area.

G. The employee's supervisor has the authority to revoke, at any time, the privilege to participate in the program when a pattern of abuse is identified and not promptly corrected. In addition, the employee's supervisor may temporarily suspend an employee's PT in the event that the ASF's/unit's mission and the PT program are in conflict. "The mission comes first."

## **ARTICLE 16 EQUAL OPPORTUNITY**

SECTION 1. Management and the union agree to cooperate in providing equal employment opportunity for all qualified persons; to prohibit discrimination because of race, color, religion, gender, national origin, age, or disability; and to promote full realization of equal opportunity through a positive and continuing effort.

SECTION 2. The union will be provided an opportunity to participate in the development of the annual Equal Employment Opportunity plan of action.

## **ARTICLE 17 HEALTH AND SAFETY**

SECTION 1. Management agrees to provide a safe and healthful work place for all employees and will comply with applicable federal laws and regulations relating to the safety and health of its employees. All parties are responsible for prompt reporting of observed unsafe conditions.

SECTION 2. Management and the union will cooperate in the continuing effort to eliminate accidents and health hazards. A health and safety committee shall be established consisting of an equal number of members appointed by each party. The function of the committee shall be: (1) to provide advice and assistance to management and employees in carrying out their safety responsibilities; (2) to discuss and recommend preventive safety measures and safety education programs to the facility supervisor; and (3) to review accidents in an attempt to isolate causes and recommend action. The committee will meet as often as necessary to fulfill its responsibilities but no less than quarterly. The recorder's minutes of the committee meeting will be signed by all committee members present prior to their presentation at the shop safety meeting. Disagreement over the final draft minutes will allow the union to prepare their own minutes. These minutes will be signed by the union committee members present at the meeting and become a permanent attachment to and part of the minutes for that particular meeting.

SECTION 3. Each union member of the health and safety committee shall be afforded official time for the purpose of performing such duties provided for in this article.

SECTION 4. A sanitized copy of all industrial-type accident reports shall be submitted to the safety committee.

SECTION 5. In the event a federal or agency safety inspector visits the installation; a union appointed member of the safety committee may accompany them on the tour.

SECTION 6. Management agrees to maintain an occupational health program.

SECTION 7. Protective devices required by regulations shall be furnished by management and used by the employees.

SECTION 8. An employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent to the operation in question have the right to file a grievance under the negotiated grievance procedure.

SECTION 9. Periodic checks will be made by the supervisor or other senior employees in the area when an employee(s) is working in a hazardous area.

SECTION 10. Management agrees to supply and maintain, on a regular basis, an adequate number of fire extinguishers in all sections. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes or other foreign material are kept away from the fire extinguishers.

SECTION 11. In the event of on-the-job injury, the employee will report the injury to their supervisor immediately. Management will notify the employee of their right to apply for benefits under the Federal Employee's Compensation Act as soon as possible..

## **ARTICLE 18 REDUCTION IN FORCE**

SECTION 1. Management will notify the union, as far in advance as possible, of the necessity for a reduction-in-force, the date of issuance of notices, the number of employees affected and the reasons for the action.

SECTION 2. Management will make every reasonable effort to train employees, where necessary, for reassignment, whose positions are eliminated because of automation or adoption of labor saving devices, provided the cost of training is not prohibitive, and the employee has the necessary aptitude.

SECTION 3. In the event of a Reduction in Force, the prevailing statute will be enforced to determine retention registers and other procedures.

## **ARTICLE 19 DISCIPLINARY AND ADVERSE ACTIONS**

SECTION 1. Disciplinary and adverse actions will only be taken for just cause.

A. Disciplinary actions are defined as letters of reprimand and suspensions of fourteen (14) days or less taken against unit employees.

B. Adverse actions are defined as suspensions for more than fourteen (14) days, removals, reduction in pay or grade, and furlough for 30 days or less taken against career or career-conditional employees not serving a probationary or trial period.

SECTION 2. Notices of proposed action will contain the following statement: "If you desire AFGE Local 3593 to receive a copy of this notice please sign this letter as indicated and return to the undersigned. I desire that AFGE Local 3593 be furnished a copy of this letter (date), (signature)."

SECTION 3. The union will be given the opportunity to be present at any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

A. The employee reasonably believes that the examination may result in disciplinary or adverse action against the employee.

B. The employee requests representation.

This right applies only where an employee is being questioned or examined in connection with an investigation. It does not apply to everyday work related communications between supervisors and employees, nor to discussions concerning job performance. If a union representative is present, the employee will be permitted to consult with the representative; however, the representative is not entitled to answer on behalf of the employee.

SECTION 4. All disciplinary and adverse actions affecting members of the unit will be initiated in a timely manner. Letters of decision will be issued within a reasonable time period after receipt of the employee's oral or written reply, if any, or after the expiration of the time period.

SECTION 5. No employee counseling will be made by management in public or in the presence of non-supervisory personnel not involved.

SECTION 6. Most disciplinary and adverse actions will be progressive in nature. Incidents which may lead to disciplinary or adverse actions will be appropriately documented and communicated to the employee. Discipline is used to correct behavior and will not be used as a punitive action.

SECTION 7. Written reprimands and suspensions for fourteen (14) days or less are grievable matters and are processed only through the negotiated grievance procedure at the beginning of step two of the procedure.

## **ARTICLE 20 GRIEVANCE PROCEDURE**

### SECTION 1.

A. This procedure is the sole procedure for a unit employee, the union, or management to grieve. The following issues are not covered by this procedure:

1. Resignation.
2. Termination of temporary and excepted appointments; temporary promotions, and termination of employees serving probationary periods.
3. Non-adoption of a suggestion; failure to receive or disapproval of a performance or other discretionary award.
4. Questions as to interpretation of published agency policies or regulations, provisions of law or regulations of authorities outside Department of the Army not covered by the labor agreement.
5. Notices of proposed action, counseling, caution, or requirement, performance warnings that do not become part of an employee's official personnel folder and oral admonitions.
6. Complaints over which management has no obligation to consult with the union, any matter raised as an unfair labor practice charge, and any matter not subject to the control of management.
7. Nonselection of an employee for promotion from a group of properly rated and ranked candidates referred to the selection supervisor
8. Any claimed violation of subchapter III of chapter 73 of the act (relating to prohibited political activities).

9. Retirement, life insurance, or health insurance.
10. A suspension or removal under section 7532 of the act.
11. Any examination, certification, or appointment, and
12. The classification of any position which does not result in the reduction in grade or pay of an employee.

B. An aggrieved employee affected by matters covered under sections 7512 (adverse actions/removal, suspension of over fourteen (14) days, reductions in grade or pay, furlough of thirty (30) days or less) and 4303 (removal or reduction in grade due to unacceptable performance) of the act may, at the employee's option, raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purposes of this section and pursuant to section 7121 of the act, an employee shall be deemed to have exercised his option at such time as he files a timely notice of appeal under the appellate procedure, or files a timely grievance, in writing, under the negotiated procedure, whichever event occurs first.

C. Grievances initiated on matters not covered by this procedure may not be processed under the negotiated grievance procedure, but instead may be presented under any other procedure available for the purpose.

SECTION 2. An employee filing a grievance under this procedure is not required to have a representative; if he chooses to have one, it must be a union representative, or one approved by the union. If an employee chooses not to have a representative, adjustment of the grievance will not be inconsistent with the terms of this agreement, and the union will be afforded the opportunity to be present and make its views known to management at the time of final adjustment of the grievance. If the employee chooses not to have a representative, only the first three steps of the procedure will be applicable. In the exercise of this right, employees, employee representatives, and witnesses shall be free from any and all restraint, interference, coercion, discrimination or reprisal, and may use reasonable amounts of official time for processing grievances.

SECTION 3. If at any step of the negotiated grievance procedure set forth herein, the aggrieved employee decides to accept the decisions rendered by the responsible official, the grievance shall be terminated. However, if the union feels that a significant issue of general application still requires resolution, the union may pursue the matter through the remaining steps of the grievance procedure.

SECTION 4. Every attempt will be made by the union and management to adjust grievances informally and promptly in the interest of good employee management relations. Grievances to be processed pursuant to this procedure will be initiated within 14 calendar days after the matter leading to the grievance. Failure of management to observe the time limits shall entitle the union to advance the grievance to the next step. Failure of the union or an employee to observe the time limits in this article will result in the termination of the grievance. All time limits in this procedure may be extended by mutual agreement.

SECTION 5. The following steps will be followed in sequence when the negotiated grievance procedure is used:

STEP 1. The grievance shall first be taken up by the aggrieved employee(s) and representative, if any, with the appropriate supervisor of the employee involved in an effort to reach a satisfactory settlement of the matter. The grievant will specify the article and section (or paragraph if a regulation) violated, articulate how it was violated and specify the remedial action sought. The supervisor will provide the grievant with a written decision within seven (7) calendar days of the presentation of the grievance.

STEP 2. If the decision in step one is not acceptable, the grievance shall be reduced to writing stating the provisions of the contract, law, rule or regulation applicable, the corrective action sought and submitted to the next level supervisor within seven (7) calendar days. The supervisor may meet with the grievant and representative, if any. The supervisor will provide the grievant with a written decision within seven (7)

calendar days of the presentation of the grievance if the supervisor is at the facility or within 15 calendar days after receipt if the supervisor is at the 244<sup>th</sup> Headquarters at Fort Sheridan, Illinois.

STEP 3. If no satisfactory settlement is reached at step 2 and the grievant wishes to pursue the issue, the grievance must be submitted in writing to the 244<sup>th</sup> Brigade Commander within seven (7) calendar days of receipt of the decision in step 2. The 244<sup>th</sup> Brigade Commander will issue a written decision within 21 calendar days of receipt of the grievance.

STEP 4. If the grievance is not satisfactorily settled at step 3, the union or management may by mutual agreement seek mediation. Such mediation will begin in a timely manner. Should mediation be unsuccessful, either party may refer the matter to arbitration IAW Article 21 within 14 calendar days of completion of mediation.

SECTION 6. Any of the timeframes established above in Section 5 may be extended by mutual consent of both parties.

SECTION 7. If an aggrieved employee, processing a grievance under this procedure leaves the bargaining unit while a grievance is in process, action will cease.

SECTION 8. At each and every step of the grievance procedure, the parties may call a reasonable number of witnesses who have direct knowledge of the circumstances of the case. Management shall, upon request, permit designated union representatives inspection privileges of pertinent payroll and other records as permissible without violating laws, rules or government policy, for the purpose of substantiating the claims of the parties. The union shall be afforded the full opportunity to present all pertinent and related facts.

SECTION 9. Grievances initiated by and on behalf of the union will be presented within 14 calendar days of the act(s) leading to the grievance or the union becoming aware of the issue being grieved, to the lowest level of management having authority to resolve the issue. If the grievance is not resolved at that level, the grievance will proceed through the remaining steps.

SECTION 10. Grievances initiated by management will be presented within 14 calendar days of the act(s) leading to the grievance or management becoming aware of the issue being grieved, to the president of the union. The president will be authorized reasonable time to investigate the charges in the grievance. The president will provide management a written decision within 14 calendar days of receipt of the grievance.

## **ARTICLE 21 ARBITRATION**

SECTION 1. If management and the union fail to reach a satisfactory settlement on any complaint or dispute processed in accordance with the provisions of this agreement, such grievance, upon written notification by either party within 14 calendar days after issuance of the final decision or completion of mediation, shall be submitted to arbitration. Arbitration may be invoked by either the union or management.

SECTION 2. Upon receipt of written notification that arbitration is invoked, the moving party will request a panel of five (5) arbitrators from the federal mediation and conciliation service (FMCS) with a copy of the request furnished to the other party. Such request must be made within 15 days of the date of notification noted in section 1 above.

SECTION 3. Within seven (7) calendar days after receipt of the panel of arbitrators from FMCS, the parties will attempt to reach an agreement upon the selection of an arbitrator. If the parties are unable to reach agreement, a coin will be tossed, and the winner of the toss shall either strike the first name from the list, or defer to the other side. They will then each, in turn, strike a name. The last name remaining will be the arbitrator.

SECTION 4. It is agreed that the costs of arbitration, including arbitrator's fees and any necessary per diem and travel, shall be equally shared by both parties.

SECTION 5. The arbitration hearing will be held on management premises during the regular day shift hours of the basic workweek. All employees at the hearing shall suffer no loss of pay or leave.

SECTION 6. The arbitrator will be requested to render his decision as quickly as possible. The arbitrator's award shall be binding on the parties unless either party files exception to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

## **ARTICLE 22 DUES WITHHOLDING**

SECTION 1. Management shall deduct dues from the pay of all eligible members of the union, who voluntarily authorize such deductions in accordance with the procedures set forth herein.

SECTION 2. Each member, in good standing of the union, shall have the right to make a voluntary allotment from his/her pay for the payment of regular periodic dues each payroll period, as well as the right to revoke such an allotment should he/she desire to do so.

SECTION 3. The amount to be withheld each pay period for union dues shall be noted on the Standard Form (SF) 1187.

SECTION 4. The union is responsible for procuring the prescribed allotment form (standard form 1187), distributing the forms to members, certifying as to the amount of its dues; delivering completed forms to payroll office, and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the prescribed allotment forms, and the procedure for revocation of allotments.

SECTION 5. Deduction of dues shall begin with the first pay period after receipt of the standard form 1187 by the payroll office, providing that such receipt occurs at least one (1) week prior to the beginning of a biweekly pay period.

SECTION 6. An employee's voluntary allotment for payment of union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- A. Loss of exclusive recognition by the union.
- B. Separation, transfer, movement, reassignment, or promotion of an employee from the unit in which the union holds exclusive recognition.
- C. Upon receipt of notice from the union that the employee is no longer a member in good standing.

SECTION 7. The union shall promptly notify the payroll office when a member is expelled, suspended, or for any other reason ceases to be a member in good standing in order that the allotment for dues may be terminated.

SECTION 8. The union shall notify the payroll office, in writing, of any change in the amount of regular dues and the effective date of the amended dues structure. The amended amount will be withheld effective with the payroll for that pay period following the pay period during which the notice is received in the payroll office, unless a later date is specified by the union. Only one change will be made in any period of twelve (12) consecutive months. Any change in the amount of a deductible for optional benefits sponsored by the union will be administered in the same manner as above. This may be in addition to a regular dues increase, which may have taken place within the same twelve-month period.



SECTION 9. A member of the union may revoke an allotment for the payment of dues by submission of a written request through the Civilian Personnel Advisory Center (CPAC) to the payroll office. This request must be submitted through the CPAC to the payroll office and will be effective at the beginning of the first full pay period one calendar year after the employee's dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect it will be effective on the first full pay period on or after 1 March.

SECTION 10. The union will designate an officer to receive a listing of names and amounts withheld. The union will furnish to the payroll office the name and address of this individual, and any changes thereto.

## **ARTICLE 23 DURATION**

SECTION 1. This agreement, as executed by the parties, shall remain in full force and effect for three (3) full years from date of approval and from year to year thereafter unless either management or the union notifies the other in writing not more than 90 days nor less than 60 days from the anniversary of the approval date.

SECTION 2. Either party may request modification of this agreement, after one (1) year from the effective date of this agreement, by notifying the other that a conference is desired for that purpose. The notice will state the nature of the revision. A conference between the parties will be called within thirty (30) days after the date of the notice, except during the period June through August. If modification is requested during the period June through August, then the conference will be held during September. Each party will be limited to no more than one (1) such conference during the life of the agreement. Each party will also be limited to submitting one (1) proposal at any one agreed reopening conference.

NOTE: A proposal may consist of modifications, changes or additions to three (3) articles or the addition of three (3) new articles.

SECTION 3. Amendments may be required because of changes made in applicable laws or executive orders after the effective date of this agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirement of such laws or executive orders.

## **ARTICLE 24 PARTNERSHIP COUNCIL**

Management and the union agree to establish and operate a quarterly partnership council at the 244<sup>th</sup> Aviation Brigade level. The council shall have as its purpose to develop and maintain relationships between labor and management as partners to ensure that the 244<sup>th</sup> Aviation Brigade meets its mission; delivers the highest quality service to its customers; provides a quality, healthy, and safe work environment for employees; and streamlines operations to be more efficient and less costly.