

Fort Rucker Collective Bargaining Agreement

Between

US Army Aviation Center of Excellence (USAACE)
US Army Installation Management Command – Fort Rucker, AL
US Army Aeromedical Center
US Army Combat Readiness Center
US Army Dental Clinic Command
US Army Air Traffic Services Command
US Army Signal Network Enterprise Center – Fort Rucker, AL
US Army Contracting Agency

And

American Federation of Government Employees
Local 1815

15 December 2015

PREAMBLE

The parties mutually recognize that the Congress of the United States has proclaimed that labor organizations and collective bargaining in the Civil Service are in the public interest. In keeping with this proclamation, the parties, the United States Army Aviation Center of Excellence, the United States Army Installation Management Command - Fort Rucker, AL, the United States Army Aeromedical Center, the United States Army Combat Readiness Center, the United States Dental Clinic Command, the United States Army Air Traffic Services Command, the United States Army Signal Network Enterprise Center – Fort Rucker, AL, and the United States Army Contracting Agency, hereinafter called the Employer, and American Federation of Government Employees, Local 1815, AFL-CIO, herein after referred to as the Union, have mutually agreed on the various articles identified in this agreement. Agency managers, Supervisors, and Bargaining Unit Members are cautioned to remember that Title 5 pertains to federal Employees, and Title 10 applies to the active military. The Collective Bargaining Agreement (CBA) shall be reviewed annually to ensure references and Articles are current.

ARTICLE 1 **RECOGNITION AND UNIT DESIGNATION**

SECTION 1. RECOGNITION: The Employer recognizes the Union as the exclusive bargaining representative of all Employees in the units as defined in Section 2 of this Article. For the purpose of this agreement, a definition of terms is contained in the attached glossary.

SECTION 2. COVERAGE:

a. The bargaining unit includes all nonprofessional, General Schedule Employees at the United States Army Combat Readiness Center, all professional and nonprofessional General Schedule Employees of the United States Army Aviation Center of Excellence, the United States Army Installation Management Command - Fort Rucker, AL, the United States Army Aeromedical Center, the United States Dental Clinic Command, the United States Army Air Traffic Services Command, the United States Army Signal Network Enterprise Center – Fort Rucker, AL , and the United States Army Contracting Agency.

b. Excluded from the bargaining unit (Section 2a); all Supervisors, management officials, temporary Employees, Employees assigned to other tenant activities, professional Employees of US Army Combat Readiness Center, Employees not currently assigned to Fort Rucker, and the Employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

SECTION 3. DEFINITION: Subsequent references herein to "Employee" and "Employees" will be understood to apply to all Employees of the recognized bargaining units represented by the Union, as described in Article I, Section 2 above.

ARTICLE 2
RESPONSIBILITY TO NEGOTIATE/PRECEDENCE OF LAW

SECTION 1. RECOGNITION: It is agreed and understood by the Employer and the Union that, in the administration of all matters covered by this Agreement, Officials and Employees are governed by existing and future laws, Executive Orders and regulations of appropriate authorities; by published agency policies and regulations in existence at the time this Agreement is approved that are not in conflict with this Agreement; and by subsequently published agency policies and regulations required by law or regulations of appropriate authorities

SECTION 2. CHANGE IN CONDITION OF EMPLOYMENT: The Employer shall not implement change to existing, or new, policy, procedure, rule or regulation until the parties have fulfilled their responsibility to negotiate in accordance with Title 5 U.S.C. § 7117.

SECTION 3. IMPACT AND IMPLEMENTATION/NOTIFICATION (I &I): The Union will be notified of any change in conditions of employment affecting Bargaining Unit Employees that is significant in terms of both the impact and duration that is not already covered by any Article or Section in this Agreement. The Employer will notify the Union, in writing, through the Civilian Personnel Advisory Center (CPAC), of the change. Notification will include:

- a. Organizational name
- b. Organization point of contact and telephone number
- c. Name(s) and work telephone number(s) of Bargaining Unit Employees
- d. What condition of employment will change
- e. The effective date of the change
- f. Why the change is being made

CPAC will ensure the I & I notice is administratively correct and deliver it to the Union. Further discussion/resolution will be between the Employer and Union.

SECTION 4. CONDITIONS OF EMPLOYMENT: The representative of an agency and the exclusive representative of Employees in an appropriate Unit in the agency agree to meet at reasonable times and to negotiate in a good-faith effort to reach agreement with respect to conditions of employment:

- a. "conditions of employment" are defined in 5 U.S.C. §7103(a)(14) which addresses personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions,
- b. "conditions of employment" do not include policies, practices, and matters –
 - (1) relating to political activities prohibited under subchapter III of Chapter 73 of this title;
 - (2) relating to the classification of any position; or

(3) To the extent such matters are specifically provided for by Federal Statute.

c. negotiations will be accomplished using designated Employer and Union negotiators authorized to make decisions.

ARTICLE 3
EMPLOYER RIGHTS AND RESPONSIBILITIES

SECTION 1. EMPLOYER RIGHTS: The Employer rights and authorities as they existed prior to the signing of this Agreement are retained reference 5 U.S.C. § 7106. Those rights include:

a. To determine the mission, budget, organization, number of Employees, and internal security practices of the Agency.

b. To hire, assign, direct, layoff, and retain Employees in the Agency, or suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees.

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

d. To make determinations as to the positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

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

(1) Properly ranked and certified candidates for promotion.

(2) Any other appropriate source.

f. In accordance with law, rule or regulation, to take whatever actions may be necessary to carry out the Agency mission.

SECTION 2. ABILITY TO NEGOTIATE: Nothing in this Article shall preclude the Employer and the Union from negotiating:

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

b. procedures which management officials of the Employer will observe in exercising any authority under this Article; or

c. appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article by such management officials

SECTION 3. MANAGEMENT RESPONSIBILITIES: Management Officials and Supervisors will encourage the achievement of high standards of Employee performance and the continual development

and implementation of work practices to facilitate improved Employee performance and efficiency. Management will provide Employees an opportunity to participate in the implementation of personnel policies and practices affecting working conditions. Management must still follow I & I rules per Article 2 Section 3. Management will strive to maintain constructive and cooperative relationships between the Employees, the Union, and the Employer. The head of each agency shall be responsible for the prevention of prohibited personnel practices, for the compliance with and enforcement of applicable civil service laws, rules and regulations, and other aspects of personnel management. Any individual to whom the head of an agency delegates authority for personnel management, or any aspect thereof, shall be similarly responsible, IAW 5 U.S.C. § 2302. The Employer will make every reasonable effort to continue existing arrangements/accommodations for the secure storage of appropriate personal/professional belongings.

SECTION 4. RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS: The Employer will notify the Union of any research programs, demonstration projects, software or system changes that may affect conditions of employment.

SECTION 5. MANAGEMENT NEUTRALITY: Management Officials and Supervisors will maintain a position of neutrality with regard to questions of dues paying membership or non-dues paying membership of subordinates in the Union.

SECTION 6. DONATIONS TO CHARITY: Management Officials and Supervisors will not require Employees to invest their time, talent, money, or donate to charity, or participate in activities not related to their employment.

SECTION 7. NEW EMPLOYEE ORIENTATION: The Employer will provide the Union advance notification of new Employee orientation and provide the Union an opportunity to provide a presentation during new Employee orientation.

SECTION 8. ANNUAL NOTICE: The Employer will annually inform Employees of their rights under 5 U.S.C. §7114 (a) (2) (B).

SECTION 9. PROFIT/NONPROFIT ENDEAVOR'S: Management will not engage in or become involved in any private business, profit-making or non profit-making endeavor on official duty time or by using Government facilities or equipment.

SECTION 10. EMPLOYEE PRIVACY: To the extent practicable, efforts will be made to ensure privacy and confidentiality where an Employee is served with a civil warrant, summons, or subpoena.

ARTICLE 4

EMPLOYEE RIGHTS & RESPONSIBILITIES

SECTION 1. UNION MEMBERSHIP: Nothing in this Agreement shall require an Employee to become or remain a dues paying member of the Union or to pay any dues money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

SECTION 2. RIGHTS OF THE EMPLOYEE: In accordance with 5 U.S.C. § 7102, each Employee, shall have the right to form, join, or assist any labor organization, or to refrain from any such activity freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided under the Civilian Service Reform Act, such right includes the right: to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities; and to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees IAW Title 5 U.S.C. Chapter 71 Labor Management Relations.

SECTION 3. SUPERVISORY ACCESS: Each Employee is entitled to know who their immediate Supervisor is and will have reasonable access to the Supervisor during duty hours. In the event an Employee receives work instructions which conflict with direction issued by the Employee's immediate Supervisor, the Employee may request clarification from their Supervisor if readily available. If the Supervisor or their alternate is not readily available, the Employee will follow the instructions given by the official of the Employer.

SECTION 4. FINANCIAL LIABILITY: In accordance with current governing regulations, Employees will not be held financially liable for government property except where the loss, damage, or destruction of such property is the result of negligence or willful misconduct on the part of the Employee as determined by a Financial Liability Investigation of Property Loss (FLIPL) or other appropriate administrative process.

SECTION 5. EMPLOYEE RESPONSIBILITIES: Employees are responsible for:

- a. Actively participating in and promoting programs designed to improve work performance, methods, and conditions.
- b. Conscientiously performing assigned duties.
- c. Complying with applicable standards of conduct.

SECTION 6. PROFIT/NONPROFIT ENDEAVOR'S: Employees will not engage in or become involved in any private business, profit-making or non profit-making endeavor on official duty time or by using Government facilities or equipment.

SECTION 7. LAW, EXECUTIVE ORDER, REGULATION: No Employee shall be precluded from exercising any right granted by law, Executive Order, or appropriate regulation except in the limitations concerning grievances and arbitrations established in this Agreement.

SECTION 8. VOLUNTARY ACTIONS: An Employee may resign for any reason, at any time. Employees who receive a disciplinary or removal action may resign prior to the effective date of the disciplinary or removal action.

ARTICLE 5
UNION RIGHTS AND RESPONSIBILITIES

SECTION 1. UNION RIGHTS: The Union has the right to represent all Employees in the Bargaining Unit.

SECTION 2. EXPRESSING UNION CONCERNS: The Union has the right to present its views to the Employer, on matters of concern over which the Employer has discretion, and which affect Bargaining Unit Employees.

SECTION 3. FORMAL DISCUSSIONS: The Union has the right to have a Union representative present at formal discussions or meetings between the Employer and Employees. The rights of the Union representative to be present with an Employee during the formal discussion shall be subject to the laws, rules, or regulations governing the situation.

SECTION 4. UNION OBLIGATIONS: The Union shall encourage Employees to actively support the Employer's efforts to remain fiscally sound, eliminate waste, conserve materials and supplies, improve the quality of workmanship, and discourage tardiness, absenteeism, and carelessness. The Union shall encourage Employees to actively participate in and promote programs designed to improve work methods and conditions. Conscientiously perform assigned duties; comply with ethical standards of conduct; cooperate and strive to maintain good working relations with their supervisors and fellow Employees; be courteous to the public; and recognize the need to participate in continuing education programs in order to keep abreast of changes.

SECTION 5. INTERNAL UNION BUSINESS: The Union will ensure that Employees who engage in internal Union business, such as soliciting membership, collecting dues, election of officers and Union meetings is conducted while such Employees are in a non-duty status or on approved leave.

SECTION 6. STRIKES/SLOWDOWN/PICKETING: The Union is obligated to abide by the provisions at 5 U.S.C. Chapter 71 concerning strikes, work stoppages or slowdowns and unlawful picketing.

SECTION 7. THE UNION AND EMPLOYEE RIGHTS: In accordance with 5 U.S.C. § 7116 (b) (1) and (2) the Union shall not interfere with, restrain, or coerce any Employee in the exercise by the Employee of any right, or cause or attempt to cause an Agency to discriminate against any Employee in the exercise by the Employee of any right established under 5 U.S.C. Chapter 71.

ARTICLE 6
LABOR-MANAGEMENT COUNCIL

SECTION 1. VISION: We are forging a new partnership based on mutual respect, understanding and trust. This partnership initiates a new Labor-Management culture, which is intended to result in improved efficiency and effectiveness in performing our mission and in serving our Employees. Our combined effort will promote an environment where our people are well informed, trained, highly valued and enjoy a high quality of life.

SECTION 2. GENERAL: Two-way cooperation is essential to the development of an effective partnership. Partnership decisions will be based on full and open discussions; we will bargain, share information, and conduct discussions in good faith striving to achieve consensus on decisions that best serve the country, the Army, our Soldiers and Employees; our process will stress fairness, equity, and high personal accountability.

SECTION 3. UNION-EMPLOYER MEETINGS: The parties will meet on an as needed basis concerning the implementation of this Agreement and other related matters in their work areas. Meetings between the Union and Employer will normally be conducted during regular working hours. The Union and/or the Employer will request meetings, either orally or in writing, through the Civilian Personnel Advisory Center.

a. Meetings will be co-chaired by a labor representative and a management representative. Labor co-chair will normally be the Union President and Management co-chair will normally be the Deputy to the Garrison Commander, however, appropriate Union and Management officials will attend meetings impacting Bargaining Unit Employees. Both parties agree that meetings between the Union and the Employer benefit Employees and the mission.

b. Topics discussed shall be of labor and management importance and shall be those that meet the spirit and intent of the Agreement.

c. Members will submit agenda items to be discussed with background information and issues as appropriate. An agenda prepared jointly by the Union and Civilian Personnel Advisory Center on key areas of disputes, will be used to set the tone of each meeting.

d. The co-chairs will determine when discussions are complete. If consensus cannot be reached, the co-chairs will decide whether to:

- 1) appoint a team to study the issue and provide recommendations to the council; or
- 2) table the matter.

e. Meetings will be conducted in a manner that promotes open dialogue and discussion rather than in a rigidly structured manner.

f. In order to better serve the Fort Rucker community, the Labor-Management Council, its partnership will comply with the Collective Bargaining Agreement (CBA).

ARTICLE 7

LOCAL REPRESENTATION/OFFICIAL TIME

SECTION 1. GENERAL: The Employer will recognize all Union Representatives authorized by the Union. The Union shall furnish in writing, as changes occur, a list of all officers and representatives to include the name and organization. The Union has the responsibility to name representatives as needed.

SECTION 2. DESIGNATION OF OFFICIALS:

a. The Employer recognizes the Union officials and representatives must devote time to accomplish representational duties and functions. AFGE Local 1815 is authorized one official position to use official time for union business 75 percent of their duty time. This official will maintain this status for the entire period of their appointment or election. All other officials and representatives will be granted official time as needed and as outlined under Section 3 of this article. The performance rating for the union official will be in accordance with applicable regulations, currently 5 C.F.R., Part 430. Performance appraisals for other Unions officials/representatives who perform Union duties on official time will not be lowered on the basis of Union activities.

b. AFGE Local 1815 will be provided a block of 400 hours of official time annually for the installation, for attendance of representatives at training sessions involving matters of mutual benefit to Bargaining Unit Employees and the Employer and receive orientation, indoctrination and training to fulfill their representational obligations under the statute. Attendance will be in the capacity of a Union representative. The Union will provide training agenda to management and will request official time from the Employer when the Employee is scheduled to attend training. The Union will notify the employer when the Employee is scheduled to attend training in order to coordinate the Employee's absence. Copies of agenda, programs, description of training and certificate of training (if available) will be provided to the Employer upon request.

SECTION 3. COVERAGE: Activities in which the Union officials or representatives may appropriately engage themselves during duty hours without charge to leave or loss of pay include the following:

- a. Receive, investigate, prepare, and present Employee grievances to management.
- b. Represent unit Employees in formal disciplinary action proceeding when requested by Employees.
- c. Attend formal meeting between management officials and Employees in accordance with U.S.C. 5 Chapter 71 §7114 (a) (2) (A) (B).
- d. Prepare for, observe and participate in arbitration hearing.
- e. Negotiate with management officials over grievances, personnel policies or practices, or matter affecting working conditions of unit Employees.
- f. Prepare responses to management-initiated proposals for policies, procedures, or regulations.
- g. Attend Employee pre-grievance discussions.
- h. Respond to management's grievances.
- i. Participate in monthly Management meetings.
- j. Prepare reports required by law.
- k. Prepare proposals for negotiation.
- l. Prepare for, and conduct, negotiations to arrive at a collective bargaining agreement.

SECTION 4. PROCESS FOR REQUESTING OFFICIAL TIME: In addition to submitting the quarterly schedule of expected official time usage, all official time scheduled or requested and used under the provisions of this Agreement by Union Officials (set schedules, stewards, representation, etc.) must also be documented on the CBA Form 1 (Official Time Usage) (APPENDIX A).

The following procedures will be utilized when requesting official time:

- a. The official should submit a completed written request for official time for the next pay period to their immediate supervisor as soon as possible.
- b. The immediate supervisor will approve, disapprove, or alter the Employee's request within two (2) working days of receipt and return the form to the Employee.
- c. The official will complete the Actual Used portion of the form for the preceding bi-weekly pay period and document the amount of official time used in each category (BA, BB, BK, BD) and normally have the form countersigned by the Union president.

SECTION 5. USE OF OFFICIAL TIME: The procedures described above are intended to standardize requesting and approving official time use and to ensure that time used by Union officials during duty hours in the performance of their official union duties will be with the prior knowledge and permission of the official's immediate supervisor and will preclude undue interference with assigned essential duties. In the event the Union official's official business cannot be concluded within the time approved for official time, the union official will contact their immediate supervisor telephonically and request additional time. If the immediate supervisor denies the request, the Employee and the Employer will seek mutual agreement on an alternate time for absence. Should the Employer deny the additional time, this denial will exclude the agency from claiming the Union abandoned the issue or meeting involved. The Union and the Employer will take reasonable action to prevent missing any deadline imposed by law, rule, regulation, or provision of this Agreement.

SECTION 6. CONDUCTING UNION BUSINESS IN THE WORK PLACE:

- a. Grievance-related activities. A Union official will attempt to notify the grievant / Employee's supervisor, preferably by telephone, in advance of entering a work area, if a meeting has not been prearranged with the grievant/Employee's supervisor. If the Employer cannot release the grievant/Employee at that time without unduly interrupting the work, jeopardizing the operation of the work area, and/or as the result of an emergency, the Employer will advise the Union Official of an alternate time when the grievant/Employee will be available.
- b. If the Union requests a meeting with Bargaining Unit Employee(s) during duty hours, the Union will request the meeting, in writing, to the Employer, listing the names or identifying the work unit of the Employees' unit they wish to meet with along with their duty section, and the dates and times the Union is available to meet. While not bound by the Union's suggested dates and times, the Employer will notify the Union in writing of the scheduled place and time the meeting will occur not later than seven (7) calendar days of receipt of the request.

SECTION 7. ACCOUNTABILITY: Union officials are responsible to ensure that official times are used properly in the same manner that any Agency Employee is responsible to make effective use of

work hours. All Union officials will submit requests for leave to their immediate supervisor in accordance with this Agreement.

SECTION 8. OFFICIAL TIME AND PERFORMANCE: Official time used by Union officials shall be treated as a neutral factor when developing performance standards, evaluating performance, making award recommendations/decisions, etc.

ARTICLE 8 **VOLUNTARY ALLOTMENT OF UNION DUES**

SECTION 1. DEDUCTION OF UNION DUES: The Employer shall deduct dues from the pay of all eligible Employees who voluntarily authorize such a deduction and who are employed within the unit, in accordance with the provisions set forth herein. Union dues shall be deducted by the Employer from the Employee's pay each payroll period when the following conditions have been met:

- a. The Employee's earnings are regularly sufficient to cover the amount of the allotment.
- b. The Employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the Union.
- c. Such completed form has been turned over to the Employer by the Union.

SECTION 2. UNION REQUIREMENTS: The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General; distributing it to members; certifying as to the amount of dues; delivering completed forms to the Civilian Personnel Advisory Center (CPAC) Personnel Assistant under the guidance of Labor-Management Relations Specialist; and educating its members on the allotment program for payment of dues; its voluntary nature; and the uses and availability of the required form. The Union agrees to notify the Defense Finance and Accounting Service Office (DFAS) of any discrepancies concerning payment/with-holding of Union dues each pay period to ensure timely resolution.

SECTION 3. EMPLOYERS REQUIREMENTS:

- a. Allotments may be submitted at any time. Deduction of dues shall begin with the first pay period which occurs after the receipt of the Standard Form 1187 by the Employer, providing that the Standard Form 1187 is received by noon of the Tuesday preceding the beginning of the biweekly pay period.
- b. The amount of the Union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified by the authorized official of the Union.
- c. An Employee's voluntary allotment for payment of his/her Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:
 - (1) The agreement between the Employer and the Union ceases to be applicable to the Employee;
 - (2) The Employee is expelled or suspended from membership in the Union.

SECTION 4. CHANGE IN UNION DUES:

a. If the amount of the regular dues is changed, the Union will certify such change in writing to the Civilian Personnel Office. Civilian Personnel will relay the information to the Defense Finance and Accounting System (DFAS) who will withhold the newly certified amount of the dues beginning with the first complete pay period after receipt of the certification.

b. An allotment for the deduction of an Employee's Union dues may be terminated by the Employee through submission to the Employer of the Standard Form 1188 properly executed by the individual Employee by processing the form through the Civilian Pay Customer Service Representative (CSR), Accounting and Financial Systems Division, Directorate of Resource Management. An electronic copy of the completed Standard Form 1188 shall be forwarded via email by the Civilian Pay CSR to the Union Point of Contact. A termination of allotment under this section shall not be effective until the first full pay period beginning one (1) calendar year after the date the Employee signed the dues withholding authorization. If the allotment is not revoked at the end of the first year, any subsequent revocation will be effective with the first pay period beginning on or after 1 September provided the revocation is received by the Civilian Pay CSR prior to 1 September. The Civilian Pay CSR will maintain a supply of Standard Forms 1188 and will make this form available to Employees upon request.

SECTION 5. AUTOMATIC TERMINATION: Allotments 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.

SECTION 6. CONTINUATION OF DUES: When negotiation of this Agreement is pending or in progress, and the parties are unable to complete such renegotiation by the termination date of the Agreement as a result of pending third party proceeding involving a negotiability dispute, a negotiation impasse, or a question of representation involving Employees in the unit, payroll withholding of the dues of members of the Union shall be continued until resolution of the dispute or issue, whether or not the parties agree on extension of the existing Agreement during this period.

ARTICLE 9
HOURS OF WORK AND TOURS OF DUTY

SECTION 1. ADMINISTRATIVE WORK WEEK. The administrative work week is a period of seven (7) consecutive days beginning at 0001 on Sunday and ending at 2400 the following Saturday.

SECTION 2. BASIC WORK WEEK: The regularly scheduled administrative work week is five (5) consecutive eight-hour days, 0730 to 1615, Monday through Friday, less 45 uncompensated minutes for lunch period each day. An Employee's tour of duty consists of the Employee's regularly scheduled workweek. The Employer will allow sufficient duty time for personal cleanup and storage of work tools and equipment.

SECTION 3. SCHEDULED WORK WEEK: An Employee's tour of duty will be established as far in advance as practical. All tentative tours shall be scheduled and posted at least twenty-eight (28) days in

advance and locked in at seven (7) days. Changes in tours of duty with less than seven days' notice shall not be made unless there is an emergency that would hamper accomplishment of the mission or that would substantially increase costs.

SECTION 4. MEAL PERIOD: Where shifts are in operation and an overlapping of shifts to permit time off for lunch or dinner period is not possible, a lunch or dinner period of not more than thirty (30) compensated minutes shall be granted and will be considered time worked. Employees who are unable to stop working for a meal break due to work requirements shall take their meal break at or near their work station at such time as is available during their tour of duty. The Employer should consider whether delaying the meal period will really resolve the work situation before suspending the meal period.

SECTION 5. ALTERNATIVE WORK SCHEDULES. The parties find that the use of alternate work schedules (AWS) in the form of compressed and flexible work schedules have the potential to improve productivity in the Federal Government and provide greater service to the public. (5 U.S.C. 6120). If the head of an agency finds that a particular AWS schedule has an adverse agency impact, the agency must promptly determine not to continue the schedule (5 U.S.C. 6130 thru 6131). Alternate Work Schedules examples are:

- a. Variable week.
- b. Flexitour.
- c. Gliding scheduled/modified gliding schedule.
- d. Variable day Compressed work schedule.
- e. Compressed Work Schedule.

SECTION 6. NON-STANDARD WORK CONDITIONS:

- a. Work centers having unique or non-standard conditions, i.e., tours of duty or staffing requirements, are encouraged to develop standard operating procedures with their workforce.
- b. If situations arise in work conditions not covered in this agreement or are proposed by management, management will comply with its statutory responsibility to negotiate with the Union IAW applicable laws, rules, and regulations.

ARTICLE 10 **BREAK PERIODS**

SECTION 1. GRANTING BREAK PERIODS: Normally, each Employee shall be entitled to at least two (2) break periods per day away from their duty area of not more than fifteen (15) minutes each. Supervisors may, as mission dictates, suspend a particular break period to meet a work situation which must be immediately addressed. However, the Employer should consider whether delaying the break period will really resolve the work situation before suspending the break period.

SECTION 2. TIME OF BREAK PERIODS: Each Unit Employee may be granted a fifteen (15) minute break period during each four (4) hours of continuous duty. Insofar as practical, the break periods will be at the approximate midpoint of the four (4) hour duty period. Where continuous coverage of a function is required, break periods may be staggered to accommodate work load. The parties recognize that certain environmental conditions may dictate either longer and/or more frequent break periods or the temporary reduction or cessation of break periods.

SECTION 3. MISUSE OF BREAK PERIODS: The parties agree that break periods may not be contiguous to the lunch period, granted immediately after the beginning of the work shift, granted immediately prior to quitting time, nor shall they be accumulated.

SECTION 4. SMOKING BREAKS: There is no such category as a “smoke break” at Fort Rucker. If an Employee wishes to smoke, in a designated smoking area, they may do so during their granted break period(s).

ARTICLE 11 **OVERTIME AND/OR COMPENSATORY TIME**

SECTION 1. COVERAGE AND DEFINITIONS: Employees shall receive overtime pay in accordance with applicable laws. The governing regulations for overtime and/or compensatory time under the Fair Labor Standards Act (FLSA) exempt and nonexempt Employees are found at the primary reference: Title 5, C. F. R. parts 550 & 551.

SECTION 2. PLANNED OVERTIME AND/OR COMPENSATORY TIME: Planned overtime work/compensatory time work shall be compensated at the appropriate overtime rate to include any shift differential or additional pay to which the Employee is entitled, or by compensatory time off given in accordance with applicable regulations. A quarter hour is the minimum period of time for which overtime will be paid. Overtime of less than a quarter hour multiple will not be aggregated from day to day. (See Article 10 for break periods).

SECTION 3. EQUAL DISTRIBUTION: When scheduling overtime and/or compensatory time, the parties agree that overtime and/or compensatory time will be distributed equally among all Employees within the trade or occupation within an organizational element. In the absence of volunteers, an overtime and/or compensatory time roster will be the primary method used to ensure equitable distribution of overtime and/or compensatory time.

a. Employees assigned to work overtime and/or compensatory time must be qualified as determined by the Employer to perform the work in an efficient and expeditious manner. For the purpose of this Section, organizational element is defined as the lowest organizational component. When Employees have agreed to work overtime, they will be expected to report as specified, unless it can be shown that a valid reason existed which caused the absence or failure to report. In the event the Employee cannot report to work, the Employee will inform their supervisor as soon as they are capable of doing so.

b. It is recognized that certain factors such as leave, the need for continuity on jobs of short duration, the need for specific skills, Employee health limitations, etc., may cause a temporary imbalance in the distribution of overtime. Also, extended sick leave usage or long periods of leave without pay can cause a permanent imbalance in the overtime and/or compensatory time distribution. However, nothing in this

Section shall be construed as alleviating the responsibility of the Employer to distribute overtime fairly and equitably over a 12-month period.

c. This Section does not apply to Employees assigned to emergency situations requiring immediate action; however, the Employer will avoid the continuous use of a single Employee in emergency situations, when other equally qualified Employees are available who can react in sufficient time to aid in resolution of the emergency.

SECTION 4. NOTIFICATION: The Employer shall notify affected Employees of the requirements for all planned overtime work promptly after establishing firm overtime requirements. Reasonable effort will be made to provide this notice at least twenty-four (24) hours prior to the requirement. In cases where an Employee is not in a duty status, during the twenty-four (24) period prior to the assignment of overtime and/or compensatory time, management will personally notify the affected Employee of their assignment to the overtime and/or compensatory time. This section does not apply to Employees assigned to work situations requiring immediate actions outside and/or beyond regular shifts who must be kept on duty, on an overtime basis.

SECTION 5. SICK LEAVE: The parties agree that **voluntary** overtime and/or compensatory time will not normally be approved for an Employee that has taken unplanned sick leave for their own illness/injury in the same workday unless a medical certificate is provided before the overtime and/or compensatory time is to begin.

SECTION 6. COMPENSATORY TIME: Compensatory time off shall be earned in accordance with applicable regulations.

a. Nonexempt Employees and Employees in occupational series covered by Title 38 pay rules who work overtime are entitled to overtime pay. These Employees may, however, request or agree, in writing, to compensatory time in lieu of overtime pay.

b. Other than Employees in occupational series covered by Title 38 pay rules, exempt Employees who work overtime will be compensated with overtime pay or compensatory time off at management's discretion.

c. Compensatory time off may be granted before annual leave is approved except when annual leave will be forfeited. Employees will normally be allowed to take compensatory time at their discretion unless compelling work commitments dictate otherwise.

d. The limit for using compensatory time off is before the end of the twenty-sixth (26th) pay period after which the time was worked. If not used, the unused compensatory time worked will be paid at the Employees' overtime rate at which it was earned.

SECTION 7. COMPENSATION WHEN REPORTING TO WORK: Employees called in to work outside their regular shift hours; who physically reports to the work site, shall be compensated for a minimum of two (2) hours, unless the call comes less than two hours prior to the start of the Employees regular shift, in accordance with appropriate regulations regardless of whether the Employees are required to work or not. An Employee called in to work outside their regular shift hours may be promptly excused at the completion of the mission that they were called in to perform; unless their regular shift begins prior to the completion of the mission.

SECTION 8. ON-CALL/STANDBY: Employees who currently do not have the condition of employment requiring them to be subject to on-call or standby duty, or carry an electronic device, will not be subject to said requirement unless the change of condition of employment is first negotiated with the Union through the I & I process.

ARTICLE 12
HOLIDAYS

SECTION 1. HOLIDAY ENTITLEMENT:

Full-time Employees are entitled to all Federal holidays now prescribed by law, Executive Order, and any that may be later added by law, and all holidays, days of mourning and/or any such type days that may be designated by Executive Order and/or other appropriate authority.

Current Federal holidays are listed below:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

SECTION 2. HOLIDAY PAY: Employee(s) who are scheduled to work on an established holiday will be compensated for such work at the rate of basic pay plus premium pay at a rate equal to the rate of his/her basic pay.

SECTION 3. HOLIDAY AND DAYS OFF: Management will not alter an Employee's day off to avoid paying holiday premium pay.

SECTION 4. IN-LIEU OF HOLIDAY: If a full-time Employee's regular day off falls on a Federal holiday, and they do not work the holiday, the Employee is entitled to an "in-lieu of holiday". The in-lieu of holiday is taken on the first workday before the holiday if the actual holiday falls on a Monday through Saturday. The holiday is the first workday after the holiday if the actual holiday falls on a Sunday. In the very rare situation where conditions described in 5 U.S.C. 613 1(b) exist, management may find it necessary to determine that a different "in lieu of" holiday is necessary to prevent an adverse agency impact.

SECTION 5. PART-TIME EMPLOYEES: Holiday entitlements for part-time Employees may vary from full-time Employees. Provisions governing entitlements for part-time Employees are outlined in the Code of Federal Regulations.

ARTICLE 13

ANNUAL LEAVE

SECTION 1. ANNUAL LEAVE: Employees accrue and have a right to use annual leave in accordance with applicable laws and regulations referencing: 5 U.S.C. Chapter 63, subchapter 1; 5 C.F.R. part 630, subparts B and C. The determination as to time and amount of leave granted at any specific time is made by the Employer, considering such factors as workload, staffing and training requirements, and the Employee's desires as determining factors.

SECTION 2. USE OF OPM FORM 71: An OPM Form 71 (Application for Leave Form) will be utilized to request and document all annual leave. The Employer will approve or disapprove the request and return the original OPM Form 71 to the Employee within seven (7) calendar days of receipt when leave is scheduled to begin more than 7 days after the request. Requests made seven (7) days or less in advance will be acted upon and returned expeditiously. Employees must follow-up on all leave requests until they get an approval or disapproval on the request or Employee may be subject to Absence Without Official Leave (AWOL) status.

SECTION 3. REQUEST FOR ANNUAL LEAVE:

a. All requests for annual leave must be made by the Employee to the immediate supervisor or an individual designated by the Employer. The minimum request for annual leave shall be in increments of fifteen (15) minutes. Annual leave for short periods may be granted upon request of the Employee subject to workload and manpower requirements. Submission of a leave request does not entitle the requester to annual leave.

b. All Employees shall be afforded the opportunity to request a minimum of two (2) consecutive weeks annual leave each year. All annual leave shall be approved on a first-come/ first-serve basis. A master approved leave schedule should be maintained and available to the Employee and the Union upon request. When Employees have made their selection, they shall not be allowed to change their schedule when it affects another Employee's schedule. The Employer may approve a change in selection provided another Employee's choice is not disturbed, or such change is mutually agreed upon by both the affected Employees. No Employee will be permitted to change an original selection that would disturb the scheduled choice of another within ninety (90) days of the effective date. The supervisor's approval or disapproval of such a request will be based on mission requirements and with consideration of co-workers scheduled and approved leave requests.

SECTION 4. CANCELLING APPROVED LEAVE: Approved leave will only be cancelled in extreme emergencies. When time allows, supervisors will ask the Employee if they have made any non-reimbursable expenditures if the Employer is considering canceling an approved leave. The employer will give great weight to Employee non-reimbursable expenditures before making a decision to cancel leave. Employees will provide evidence of any claimed non-reimbursable expense(s) when requested. When the Employer finds it necessary to cancel previously approved leave, the reasons will be provided in writing to the Employee.

SECTION 5. UNEXPECTED SITUATIONS: A telephonic request for annual leave to cover unexpected situations that occur before the beginning of a scheduled shift will be made at the earliest possible opportunity, but no later than one (1) hour after the beginning of the scheduled shift, and will be approved or disapproved on a case-by-case basis. Personal requests for unexpected annual leave, once

at the work place, will be approved or disapproved on a case-by-case basis. An unexpected situation is defined as a situation where the Employee had no prior knowledge of the event.

SECTION 6. USE OR LOSE LEAVE: Employee must submit use or lose leave schedule in writing by 1 July. Any use or lose annual leave, which has been denied, must be re-scheduled in writing at least three (3) pay periods prior to the end of the leave year before forfeited leave can be considered for restoration. Restoration of forfeited leave will be processed in accordance with applicable Agency regulations. A fully completed OPM 71 satisfies the written scheduling requirement.

SECTION 7. LEAVE TRANSFER PROGRAM: Currently, only annual leave may be donated. Donations to specified Employees will be made in accordance with the Agency leave transfer program.

SECTION 8. ADVANCED ANNUAL LEAVE: Request for advanced leave will be submitted in writing to the supervisor. The supervisor will transmit the request promptly to the Activity Commander or the Commanders delegate. The requester will be advised of the decision expeditiously. Advanced leave may be granted up to the number of hours the Employee will accrue in the remainder of the leave year.

ARTICLE 14 **SICK LEAVE**

SECTION 1. OPM FORM 71: An OPM Form 71 (Request for Leave Form) will be submitted or generated electronically to request and document all sick leave.

SECTION 2. SICK LEAVE ACCRUAL: Employees shall accrue sick leave in accordance with applicable statutes and regulations. Reference 5 U.S.C., Chapter 63, Subchapter D.

SECTION 3. REQUEST FOR SICK LEAVE: Employees will request sick leave from their supervisor, or an individual designated by their supervisor, if they are prevented from reporting to work because of an incapacitating illness or injury. The minimum request for sick leave will be in fifteen (15) minute increments. Employees must follow-up on all sick leave requests until they get an approval or disapproval on the request or Employee may be subject to Absence Without Official Leave (AWOL) status.

a. **DUTY SECTIONS THAT DO NOT OPERATE AROUND THE CLOCK**. Employees will provide the information necessary to support their request for sick leave prior to the start of their scheduled shift. If Employees are unable to request sick leave prior to the beginning of their shift, they must request sick leave within thirty (30) minutes of the beginning of their shift.

b. **DUTY SECTIONS THAT DO OPERATE AROUND-THE-CLOCK**. Employees will make every reasonable effort to provide the information necessary to support their request for sick leave at least two (2) hours prior to the beginning of their scheduled shift but will ensure that notice is given prior to the start of their shift.

c. **CALLING IN SICK**. The primary means of requesting unplanned sick leave is via telephone communication with the approving supervisor or their delegate on each day of sick leave. Employees may send an e-mail or leave a message (with phone number where they can be contacted) on their

supervisor's work site answering machine before work or within the first thirty (30) minutes (only Employees in Section 3a, above) as a supplement to calling by telephone. Both parties to this contract acknowledge that there are difficulties inherent in the use of e-mail or voicemail for sick leave requests. **Therefore, Employees must continue to make timely telephone requests for sick leave unless they receive confirmation that their e-mail or voicemail was received by a supervisor with authority to grant sick leave.** Voicemail may also be left within thirty (30) minutes after the start of the shift (only Employees covered in Section 3a, above) in situation where the Employee was unable to speak directly with their supervisor or the individual designated by their supervisor to receive requests for unscheduled sick leave. If extenuating circumstances exist that prohibit an Employee from contacting their supervisors within the designated thirty (30) minutes, supervisors must consider the circumstances.

SECTION 4. SUBMISSION OF AN ACCEPTABLE MEDICAL CERTIFICATE:

a. **PRIOR SUBMISSION OF AN ACCEPTABLE MEDICAL CERTIFICATE.** Employees must request sick leave from their supervisor on a daily basis except as provided in this Section (Article 13 Section 4). Employees may submit an acceptable medical certificate, to their Employer, prior to the effective date of sick leave usage. If an Employee submits an acceptable medical certificate prior to taking sick leave the Employee does not have to make daily calls to request sick leave for the period covered by the medical certificate.

b. **DURING USE OF SICK LEAVE.** Employees may submit an acceptable medical certificate, to their supervisor, during their period of sick leave usage. If an Employee submits an acceptable medical certificate during the period of sick leave usage the Employee does not have to make daily calls to request sick leave for the period covered by the medical certificate.

SECTION 5. ILLNESS WHILE AT WORK: An Employee who becomes ill at work will request sick leave from their immediate supervisor, designee, or other official in their supervisory chain prior to departing the worksite except when emergency care is necessary. The Employee will provide verification of emergency care whenever the Employee leaves the worksite without providing notice to the supervisor or supervisory chain.

SECTION 6. EXTENDED ILLNESSES: The Employee will furnish an acceptable medical certificate if the Employee utilizes sick leave for more than three (3) consecutive workdays, notwithstanding the fact that those days may be interrupted by day(s) off. Each Employee shall furnish an acceptable medical certificate no later than fifteen (15) calendar days after their supervisor requests it. Sick leave will be granted for all periods of absence due to sickness or injury covered in the medical certificate.

SECTION 7. DEFINITION OF A MEDICAL CERTIFICATE: An acceptable medical certificate is an original medical certificate which contains, as a minimum: the name of the facility and/or provider, address, and telephone number of the provider, and is signed by a registered practicing physician, licensed practitioner, or other appropriate medical office personnel. The medical certificate must also state that the Employee was incapacitated and describe the period of incapacitation. **Details of the diagnosis and treatment are not required on the medical certificate.** An Agency may consider an Employee's self-certification as to the reason, for his or her absence, as administratively acceptable evidence, regardless of the duration of the absence. Employees that have been issued a letter of requirement shall provide an acceptable medical certificate to cover any absence due to sickness regardless of duration.

SECTION 8. SCHEDULED APPOINTMENTS: To assist the Agency in providing the Employees the opportunity to use their sick leave for non-emergency medical, dental, or optical appointments, Employees must request sick leave at least three (3) days prior to the date of the appointment.

SECTION 9. LETTER OF REQUIREMENT (Leave Restriction Notice): A Letter of Requirement will be issued to any Employee by the Employer where there is reason to suspect the Employee is abusing sick leave. For example, a pattern of sick leave usage not verified by acceptable medical certificates or excessive sick leave usage may result in a Letter of Requirement. A Letter of Requirement will be reviewed after six (6) months from the date of issue. If the conditions of the Letter of Requirement have been met, the letter will be withdrawn; otherwise, the requirement will be extended for an additional six (6) month period.

SECTION 10. UNEARNED SICK LEAVE: Unearned sick leave may be requested in accordance with applicable statutes and regulations. An Agency may advance a maximum of thirty (30) days of sick leave.

SECTION 11. ELIGIBILITY FOR LEAVE TRANSFER PROGRAM: Employees should contact their Civilian Personnel Coordinator or the Civilian Personnel Advisory Center for information on eligibility for the Leave Transfer Program.

ARTICLE 15 **OTHER LEAVES AND ABSENCES**

SECTION 1. LEAVE WITHOUT PAY: All requests for leave without pay, regardless of duration, are subject to the approval of the Employee's immediate supervisor. Leave without pay (LWOP) may be granted in accordance with applicable laws, issuances, regulations and work load requirements. Employees in an approved LWOP status will accrue rights and privileges with respect to retirement status and coverage under the Federal Employees Group Life Insurance (FEGLI) and the Federal Employees Health Benefits (FEHB), only to the extent authorized by law or regulation.

SECTION 2. BLOOD DONATIONS: Employees who volunteer as blood donors (which excludes donation for compensation, or for their own blood bank) and actually donate blood, to the American Red Cross, military hospitals or other local blood donation facilities, that service the Fort Rucker area, or respond to emergency calls for blood donations within the Fort Rucker area, may be authorized up to four (4) hours excused absence for the blood donation recovery. The excused absence must be taken on the day the blood is donated. The blood donor will submit an OPM Form 71 requesting excused absence for blood donation, which includes in the remarks section the Agency where the blood donation will be made. Employers can deny a request based upon mission requirements. Following a donation the Employee will furnish their Employer documentation from the blood facility verifying the blood donation time and date.

SECTION 3. BONE MARROW OR ORGAN DONATION: In accordance with Title 5, U.S.C. § 6327 Employees are entitled to up to seven (7) days of paid leave each calendar year to serve as bone marrow donors. Employees are entitled to up to thirty (30) days of paid leave for organ donation.

SECTION 4. AGENCY REQUIRED MEDICAL EXAMINATIONS: Employees obtaining examinations required by the Agency shall be on administrative excused time. Any Employee receiving

a medical examination on the date of an alleged on-the-job injury shall be on administrative excused time. Employees who seek medical examination for an alleged Occupational Illness or Disease are not entitled to administratively excused time.

SECTION 5. COURT LEAVE: Court leave is granted in accordance with applicable law and regulations. Court leave is the authorized absence, without charge to leave or loss of compensation, of an Employee from official duty who is summoned to act as a juror or witness for any party in connection with any judicial proceeding to which the United States, District of Columbia, or a state or local government is a party. Employees, who are attending court as a witness in their official capacity, are on duty time.

a. When the Employee is called to be a witness or juror, the Employee will immediately notify their supervisor and submit a copy of the subpoena or summons.

b. Upon completion of the service, the Employee will submit written evidence of the dates the Employee served as a witness or juror.

c. The Employer may provide a written request for excusal from the duty for an Employee who services are required at the work site.

d. If an Employee is excused from court service with sufficient time to enable the Employee to return to the work site, for at least two (2) hours of the scheduled workday, the Employee shall return to duty unless granted appropriate leave by the Employer. It is the Employee's responsibility to request and receive approval prior to taking leave.

e. All jury/witness fees received for services for a period when the Employee is granted court leave must be turned in to the supervisor and the Employee will be paid in accordance with applicable DoD regulations. However, Employees may keep expense money received for mileage, parking or required overnight stay. If service fees are waived, documentation of that waiver will be provided.

f. An evening or night shift Employee who performs court service during the day may elect to be granted court leave for the Employee's regularly scheduled evening or night tour of duty. The Employee will continue to be entitled to night differential in accordance with applicable laws or regulation.

g. To meet mission requirements, the Employer may change any other Employee's shift or days of work to enable the Employee who has been summoned to meet jury duty or court service requirements. The Employer and the Union have a duty to bargain over changes in working conditions that may result from coworkers' changes in shifts, and/or tours of duty as a result of the need to grant court leave. Therefore, managers should contact the Civilian Personnel Advisory Center before making changes so that negotiations can be initiated.

SECTION 6. VOTING LEAVE: Administrative excused time may be granted to Employees if they request it for the purpose of voting for elections or referendums, subject to the following:

a. Employees holding voting residence within a forty (40) mile radius from the center of Fort Rucker shall be granted excused time to vote which will permit them to report for work within three (3) hours after the polls open, or leave work within three (3) hours before the polls close, whichever will cause the least period of absence.

b. An Employee residing more than forty (40) miles from Fort Rucker (or living out of state) may coordinate their request for annual leave with their Employer to obtain the time necessary to exercise voting privileges. Voting arrangements requiring leave will be made with the Employee's immediate supervisor prior to Election Day to prevent interruption to work operations.

SECTION 7. MEETING WITH UNION OFFICIALS: Any Employee requesting to speak to an Officer and/or Steward will be granted duty time. The supervisor or appropriate designee must approve the time prior to the Employee leaving the work area, telephonic approval is acceptable. If the Employer denies the request, to prevent undue disruption of the work, the Employer will recommend an alternate date and time.

SECTION 8. FAMILY MEDICAL LEAVE ACT: The Family and Medical Leave Act (FMLA) of 1993, gave the majority of Federal Employees an entitlement to a total of twelve (12) weeks (480 hours) of unpaid leave to care for:

- a. The Employee's spouse, child or parent with a serious health condition; and
- b. A serious health condition that makes the Employee unable to work;
- c. The birth of a child, and the care of the child;
- d. The placement of a child with the Employee for adoption or foster care.

FMLA implementing regulations are at 5 C.F.R. Part 630. To be eligible for FMLA an Employee must have been employed by the Federal government for at least one (1) year (not necessarily served in consecutive months). Intermittent Employees or Employees appointed under temporary appointments with a time limitation of one year or less are not entitled to FMLA. Upon the Employees return from FMLA, the Employee is entitled to be restored to the same or an equivalent position he or she held when the leave began.

Under certain conditions, FMLA may be taken intermittently, or the Employee may work under a work schedule that is reduced by the number of hours of leave taken as family medical leave.

- a. The Employee should invoke their entitlement to FMLA no less than thirty (30) days from: the date circumstances require the leave to begin, or as soon as the Employee is aware of the need to invoke FMLA.
- b. Prior to taking FMLA, an Employee must provide their immediate supervisor with a completed U.S. Department of Labor Form WH-380-E or WH-380-F (available on the Office of Personnel Management web site), Certification of Health Care Provider (Family and Medical Leave Act of 1993).
- c. An Employee may elect to substitute annual leave and/or sick leave for any unpaid leave under the FMLA.
- d. If the Employee requires FMLA to schedule a medical appointment, the Employee will make a reasonable effort to consult with the Employer prior to scheduling medical appointments so that the work is not unduly disrupted.

e. An Employee who takes FMLA, as LWOP, is entitled to continue their Federal Employees Health Benefits (FEHB). An Employee may do so by paying the Employee share of the premiums on a pay period basis, or by payment in full upon their return to duty.

SECTION 9. FAMILY FRIENDLY LEAVE ACT: For the purposes of the Family Friendly Leave Act (FFLA) and this Section a “family member” is defined as “any individual related by blood or affinity whose close association with the Employee is the equivalent of a family relationship”.

a. In accordance with 5 C.F.R Part 630.401, sick leave shall be granted when an Employee:

(1) Provides care for a family member, who is incapacitated, as a result of medical or mental illness; pregnancy; child birth; or medical, dental or optical examinations or treatment;

(2) Makes arrangements necessitated by the death of a family member or attends a funeral of a family member;

(3) Would, as determined by health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his/her presence on the job because of exposure to a communicable disease(s);

(4) Request leave for the purposes of adoption. This is in addition to any entitlement of leave granted under the Family and Medical Leave Act of 1993.

b. Employees may use a total of up to forty (40) hours of earned sick leave each year for family care of family bereavement purposes. Employees may use an additional sixty-four (64) hours of sick leave if eighty (80) hours of sick leave is available in their leave balance. The total entitlement under FFLA can be up to one-hundred four (104) hours per year, dependent upon the sick leave balance in each Employee’s leave account. If the Employee does not use any or the entire amount of sick leave provided under the FFLA, these hours cannot be accumulated and carried-over to succeeding years.

c. Firefighters, or other Employees who work a regularly scheduled uncommon tour of duty (greater than eighty (80) per pay period) may use the number of hours of sick leave normally accrued by that Employee during a leave year. Employees who work a regularly scheduled uncommon tour of duty must meet the leave balance criteria outline in 9b of this Section.

d. Employees who are entitled to FFLA and meet the requirements outlined above in Section 9a, and either 9b or 9c may be allowed to substitute sick leave during a period of annual leave.

e. When requested by the Employer, the Employee will provide their supervisor with acceptable evidence to substantiate their request for FFLA.

SECTION 10. MILITARY LEAVE: Military Leave is granted to full-time Employees, and part-time Employees (prorated) whose appointments are not limited to one (1) year or less. The Employee is entitled to time off at full pay for certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces.

a. Full-time Employees earn fifteen (15) days of military leave per fiscal year for active duty, active duty training, and inactive duty training. Part-time Employees earn military leave on a prorated basis.

An Employee can carry over a maximum of fifteen (15) days of military leave into the next fiscal year.

b. An Employee may be charged military leave only for hours that the Employee would otherwise have worked and received pay. An Employee is entitled to their regular pay while on military leave. This includes Sunday premium, night or shift differential, regularly scheduled overtime pay, holiday pay, standby duty pay, and FLSA overtime pay.

c. An Employee must request military leave, in advance, as much as possible, on an OPM 71. Such a request will be granted by the Employer. The Employee will provide certification of military duty performed no later than fifteen (15) calendar days upon return to the workplace.

SECTION 11. OTHER LEAVES: All leaves not specifically covered in this agreement, which may fall under any existing or future law, or DoD regulation, shall be administered in accordance with the governing authority.

SECTION 12. NATIONAL ELECTED REPRESENTATION: LWOP will be granted to a Bargaining Unit Employee who is elected to a position of National Officer of the American Federation of Government Employees, AFL-CIO for the purpose of serving full-time in the elected position or who is selected as an AFGE National Union Representative. The Agency shall be given not less than thirty (30) days advance notice. Any LWOP granted or approved in accordance with this article is subject to appropriate Government-wide regulations. To the extent of its authority, the Agency shall place the Employee in the position the Employee left, or one of like, status, grade, location and pay upon their return to duty. This LWOP status is limited to a maximum of three (3) years and limited to one (1) BUE from Fort Rucker.

ARTICLE 16

DISCIPLINARY ACTIONS

SECTION 1. GENERAL: Discipline should be constructive, taken for just cause, and should promote the efficiency of the service. The parties mutually agree that effective discipline must be taken quickly. Delays in initiating and concluding discipline harm the Employee, management and the workforce as a whole.

SECTION 2. PREVENTION OF DISCIPLINARY ACTIONS: Employees, the Employer, and the Union will place primary emphasis on preventing situations requiring disciplinary actions through effective Employee-management relations.

SECTION 3. DEFINITIONS:

a. Informal Disciplinary Action – an action such as an oral admonition or written warning. There are similar actions that are not disciplinary at all but are, instead, intended to correct actionable conduct, usually before more serious steps are deemed necessary. Oral warnings and counseling's are examples of these minor non-disciplinary actions.

b. Formal Disciplinary / Minor Adverse Action – a written reprimand or a suspension for fourteen (14) calendar days or less (appealable under the grievance process).

c. Formal Disciplinary / Appealable Adverse Action – suspensions for more than fourteen (14) calendar days, indefinite suspensions, removals, and reductions of pay or grade are described as adverse actions and are a serious form of disciplinary action (appealable up to MSPB).

SECTION 4. INVESTIGATION: Management will inquire into the facts and circumstances concerning alleged misconduct prior to issuing disciplinary action. Managers are encouraged to ask questions of Employees prior to issuing a disciplinary or adverse action so they have the relevant facts to determine whether or not to proceed with the action. An Employee, who, during questioning or examination in connection with an investigation, reasonably believes that the investigation may result in disciplinary action, has the right to a Union representative, provided the Employee makes such a request. If the Employee elects to be represented, further questioning of the Employee, if any, will be done in the presence of the representative; provided, no unreasonable delay, not to exceed forty-eight (48) hours, will occur.

SECTION 5. DOCUMENTATION: The Employer will make available to the Employee and/or the representative all documentary evidence used to support a proposed disciplinary action. Copies of relevant evidence will normally be provided with the proposed action. The Employee and designated representative will be given access and the ability to make a copy of any relevant documentary evidence where a copy of the relevant documentary evidence was not provided with the notice of proposed disciplinary action. The Employee or representative can contact the appropriate Human Resource Specialist to obtain access to relevant documentary evidence.

SECTION 6. REPRIMANDS: The procedure for imposing a reprimand is for the Employer to advise the Employee in writing of the infraction or breach of conduct, and where and when it occurred. The Employee will be advised that continued violations may result in further disciplinary action. Reprimands will state the period that the reprimand will remain in the OPF and that period may not exceed three years. Reprimands should be removed from the file as soon as possible after the stated period ends. A reprimand may not be cited as an instance of prior discipline in a subsequent disciplinary action unless the subsequent disciplinary or adverse action is initiated before the reprimand should have been removed from the OPF.

SECTION 7. FORMAL DISCIPLINARY ACTION: The procedure for taking a formal disciplinary action is for the Employer to issue a notice of proposed disciplinary action which will advise the Employee of the infraction or breach of conduct and why the Employer believes the Employee engaged in the misconduct. The notice of proposed disciplinary action will also advise the Employee when, where and how they may submit matters that they want the deciding official to consider before making a final decision on whether to impose discipline. The Employee will be given at least 15 days to respond, absent exigent circumstances. The Employee may seek the assistance of the union and to have the union as a representative.

SECTION 8. IMMINENT RISK: In accordance with 29 CFR § 1960.46, an Employee will not be subject to discipline for refusing to perform his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established under federal or state Occupational Safety and Health laws and regulations.

SECTION 9. RETALIATION: Employees shall not be disciplined or otherwise discriminated against because the Employee has filed a grievance, compliant, affidavit, petition, or has given any information or testimony.

ARTICLE 17 **REDUCTION-IN-FORCE**

SECTION 1. GOVERNING REGULATIONS: All reductions-in-force will be carried out in compliance with applicable laws, rules, and regulations, currently Title 5, C.F.R., Chapter 351.

SECTION 2. DEFINITION: A reduction-in-force (RIF) occurs when an Employee is released from his competitive level by separation, demotion, or furlough for more than thirty (30) days, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, reorganization, reclassification due to change in duties, or the exercise of reemployment or restoration rights.

SECTION 3. RETENTION REGISTER: If an Employee receives a reduction-in-force notice, they and/or their designated Union Representative may review the retention register, in the Civilian Personnel Advisory Center (CPAC), for their competitive level. The Employee and/or their representative may also review the retention registers, in the Civilian Personnel Advisory Center, for competitive levels into which the Employee may legally bump or retreat. Relevant records will be made available for review at the Civilian Personnel Advisory Center. In accordance with applicable laws, rules, and regulations, the Employees veteran's preference, tenure, length of service, and additional credit for performance, as evidenced by their most recent three (3) performance ratings of record received during the four (4) year period prior to the date of the issuance of the RIF notices, will be utilized in determining their retention standing.

SECTION 4. UNION AND EMPLOYEE NOTIFICATION:

a. The Civilian Personnel Advisory Center will notify the Union of reduction-in-force (RIF) involving Bargaining Unit Employees no later than one-hundred twenty (120) days prior to the effective date of the RIF. Such notification will include the reason(s) for the RIF; the estimated number of Bargaining Unit Employees involved; and the anticipated effective date. In furtherance of the parties' mutual goal to minimize the negative impact of RIF on Employees, necessary reductions -in-force will be administered in keeping with applicable regulations. While a reduction-in-force is in progress, the Union President or his designee may inquire periodically concerning the status of events and may receive relevant available information applicable to involved unit Employees.

b. Employees will be notified, in writing, of a reduction-in-force no later than sixty-two (62) days prior to the effective date of the RIF. An Employee will have seven (7) calendar days, excluding federal holidays, to either accept or decline an initial written job offer in RIF.

c. Any offer of a position will contain the following sentence: "Accepting the position offered by this letter will not prevent you from being offered a better position, should one become available before the effective date of the RIF."

d. If an Employee fails to respond within the seven (7) calendar day period, the failure to respond

will be interpreted as a declination of the position.

e. Supervisors receiving new Employees as a result of RIF must initiate the Total Army Performance Evaluation System (TAPES), for the new Employee within thirty (30) calendar days of the Employee's first day of duty. The supervisor and Employee should develop new performance standards and the Individual Development Plan (IDP) paying particular attention to training required for new skills needed in the new position.

SECTION 5. OFFICIAL PERSONNEL FILE REVIEW: Employees affected by RIF must review their Official Personnel File (OPF) in the Civilian Personnel Advisory Center, or in the worksite, depending upon the number of files to be reviewed. The Employee will ensure that all information in the OPF is accurate and up-to-date.

SECTION 6. TOWN HALL MEETINGS: No later than thirty (30) days after the Union receives notification of an impending RIF, a town hall meeting will be held with affected Employees, management/supervisors, and the Union and staff members of the Civilian Personnel Advisory Center. Employees will be kept informed of all relevant issues surrounding the RIF and have the opportunity to voice their concerns at the town hall meetings.

ARTICLE 18

POSITION DESCRIPTION

SECTION 1. POSITION DESCRIPTIONS: Position descriptions will be written based upon the major duties and responsibilities assigned to positions. All positions within the same organizational element with identical major duties will be covered by the same position description. The position description will conform to the standards as prescribed by the U.S. Office of Personnel Management.

SECTION 2. COPIES OF POSITION DESCRIPTIONS: Copies of position descriptions will be made available by the organization to the Employee upon request.

SECTION 3. EXEMPT/NON-EXEMPT STATUS: All Standard Form 50's (SF-50) will show exempt or non-exempt status in accordance with current regulations.

SECTION 4. POSITION DESCRIPTION ACCURACY: The parties agree that it is the responsibility of the Supervisor and the Employee to ensure that position descriptions are accurate. Therefore, Supervisors and Employees are encouraged to meet on a regular basis, at a minimum (during the initial performance counseling session), to certify the accuracy of the position description. If the Supervisor and the Employee cannot resolve their differences informally, the accuracy of the position description should be reviewed in accordance with administrative or negotiated grievance procedures. If position descriptions are rewritten or edited as a result of these discussions, the Supervisor will provide a copy to the Employee and a copy will be made available to the Union upon request. (Reference Article 2, Section 3, I & I procedures for Change in Work Conditions.)

SECTION 5. MAJOR DUTIES: The Supervisor agrees that a major duty is any duty that occupies 25 percent or more of the incumbent's time or is sufficiently different from the other major duties of the position to require additional entrance qualification or extensive post-assignment training. Employees will be compensated on the basis of major duties permanently assigned.

SECTION 6. OTHER DUTIES AS ASSIGNED: The clause found in position descriptions "performs other duties as assigned" shall normally be construed to mean the Employee may be assigned to duties pertaining to their occupation. The Supervisor recognizes that job assignments should be commensurate with position descriptions. The Union recognizes that at times the Supervisor must deviate from this policy. When such deviation is necessary, the Supervisor will strive to assign Employees whose normal duties and pay level are most nearly associated with those of the temporary assignment. In all cases, such assignments will be kept to a minimum, and an attempt will be made to meet these needs on a volunteer basis. The Supervisor further agrees to take into consideration when making such assignments, the Employee's ability to perform the task. These duties are not designed to be continuous or re-occurring.

ARTICLE 19 **POSITION CLASSIFICATION**

SECTION 1. POSITION CLASSIFICATION: Office of Personnel Management (OPM) position classification standards and job grading standards will be applied in making classification decisions.

SECTION 2. EMPLOYEE REQUESTS: Any Employee who believes that their position is improperly classified should first consult with their Supervisor for information and guidance as to the basis for the classification of their position. However, an Employee need not discuss the matter with their Supervisor prior to filing a formal classification appeal.

SECTION 3. CLASSIFICATION APPEALS: An Employee may initiate a classification appeal over the proper classification of their position. If they are not satisfied with the Supervisor's determination, they may then file an appeal through the OPM. General Schedule (GS) Employees have the option of filing an initial classification appeal through their Supervisor or OPM. An Employee may request, and will receive information on appeal rights and procedures from the Civilian Personnel Advisory Center. An Employee may elect to be represented by a Union representative during their appeal.

ARTICLE 20 **TRAINING AND EMPLOYEE DEVELOPMENT**

SECTION 1. EMPLOYEE TRAINING: The Management and the Union agree that the training and development of Employees is mutually beneficial. Management will provide training, education and development opportunities in accordance with 5 C.F.R., Part 410 and all other applicable governing regulations. The parties agree to stress to the Employees the need for self-development and training to increase efficiency and improve potential for advancement. Subject to the availability of funds, Management will plan and provide for training and development of Employees as required to accomplish the mission. Management has discretion to select the subject matter for training, select trainees, and assign training priorities. Training will be provided in a fair and equitable manner.

SECTION 2. TRAINING RECOMMENDATIONS: Individual training needs are identified by Employees, Supervisors and Managers and include training which is needed to effectively perform assigned or planned duties. The Union may make training recommendations, and offer training, sponsored by the Union to Management. Management will give due consideration to Union recommendations. Whenever an approved training plan cannot be accomplished due to budgetary or

other unforeseen constraints, the training may be rescheduled and prioritized for future training.

SECTION 3. TRAVEL DURING NON-DUTY TIME: (Reference Article 22).

SECTION 4. REASONABLE ACCOMMODATION AS A RESULT OF MEDICAL LIMITATION: Employees sometime become medically unable to perform the essential functions of their present position. Where the Employee has submitted medical documentation that established they have a medical condition that disqualifies them from performing the essential functions of their present positions but the Employee still has skills that might allow them to work for the Organization in another position; in accordance with applicable Americans with Disabilities Act (ADA) and US Department of Labor guidance, Management agrees that the Employee shall be considered for other positions.

SECTION 5. TRAINING/EDUCATION IN A GOVERNMENT OR NON-GOVERNMENT FACILITY: When an Employee becomes obligated to continue in the service as a result of Management-provided training/education in a government or non-government facility, the continuing service obligation will be a period specified in appropriate regulation. Service in a paid leave status will normally count toward completion of an Employee's service obligation.

SECTION 6. TECHNOLOGY: Management will strive to utilize the skills and abilities of existing Employees to avoid unnecessary disruption due to changing technology. Management will strive to provide training designated to permit an orderly transition to new technology. Management will give strong consideration to providing training when the Employee is willing to pursue training, subject to budget and aptitude.

ARTICLE 21 **PERFORMANCE APPRAISALS**

SECTION 1. TOTAL ARMY PERFORMANCE EVALUATION SYSTEM:

a. All Employees in the bargaining unit will be evaluated in accordance with the applicable Army performance evaluation system (Reference 5 C.F.R. Part 430 and AR 690-400). Performance objectives/responsibilities describe the actual work elements to be performed during the current appraisal period. They describe a major job component upon which an Employee is rated for success. Job objectives/responsibilities are descriptive and relate to what needs to be done. They should be written as clearly and objectively as possible and should be of such impact that failure to accomplish one or more of them could result in the Employees removal from the position (in accordance with performance management procedures).

b. Initial performance plans will be discussed at the beginning (within 30 days) of the rating cycle. Performance plans become effective on the day they are approved by the senior rater. A mid-point discussion will take place during the rating cycle. If at any time during the rating cycle, a supervisor determines the Employee needs improvement or is at risk at failing a major objective, additional counseling must take place and be documented.

c. The minimum rating period is 120 days. The rates cannot be rated until they perform under approved performance plans for at least 120 days.

d. Rating of record shall not be communicated to Employees prior to approval by the final reviewer. All performance ratings will be documented, signed, dated and justified by all rating officials prior to discussion and presentation of the final rating to the Employee.

e. Employees who are dissatisfied with their performance rating may file a grievance under the negotiated grievance procedure. Such grievances should be initiated at the lowest level possible.

ARTICLE 22 **TRAVEL**

SECTION 1. GENERAL: Employees may be required to travel for official reasons. Travel away from present duty station is covered by the JFTR and DOD Travel Regulation which can be viewed online on at: <http://www.defensetravel.dod.mil/site/travelreg.cfm>. The DOD Travel Regulation will govern issuing orders, entitlements and settlement of travel vouchers. In some cases travel in and around the present duty station can be directed and the DOD Travel Regulation will govern whether that travel creates any entitlements. In and around travel will normally be conducted in a government provided vehicle or managers will, in advance, establish procedures for reimbursement of Privately Owned Vehicle (POV) use.

SECTION 2. COMPENSATORY TIME OFF FOR TRAVEL: A special type of compensatory time applying to official travel is implemented in 5 U.S.C. § 5550b. Subject to conditions specified in 5 U.S.C § 5550b, a General Schedule (GS) Employee is entitled to earn, on an hour-for-hour basis, compensatory time off for time in a travel status away from the Employee's official duty station when the time is not otherwise compensable. Compensatory time for travel will be made available to Fort Rucker prevailing wage and SES Employees when authorized by law.

SECTION 3. USE OF GOVERNMENT TRAVEL CARD/SPLIT DISBURSEMENT: If an Employee has a government travel charge card, he must use it for authorized official government travel expenses. The traveler is responsible for ensuring that the total outstanding charges on the travel card are designated for split disbursement in block one of the DD Form 135 1-2. Split disbursement will only apply when utilizing the government travel charge card. Any issues related to travel reimbursement or the government travel charge card or split disbursement may be addressed with his Employer or Agency Program Coordinator (APC). The government travel charge card will only be used for authorized official travel expenses as described by applicable regulation or policy.

ARTICLE 23 **FACILITIES AND BULLETIN BOARDS**

SECTION 1. UNION OFFICE SPACE: Subject to availability, the Employer agrees to provide the Union sufficient office space to house Union office personnel and equipment. Such space will be accessible to Employees of the bargaining unit. The Union must secure the facility and equipment when not in use, utilities and custodial services will be provided without charge.

SECTION 2. MEETINGS HELD AFTER DUTY HOURS: The Employer agrees to provide space, if available, for the Union to assemble officers, stewards, and/or unit members for meetings during the

non-duty time of Employees in the bargaining unit. The Union will request facilities through the appropriate facility manager, and the Union agrees to provide janitorial and/or security services when required by the loaning activity.

SECTION 3. BULLETIN BOARDS: The Employer agrees to provide at least 1/3 of the bulletin board(s), not to exceed 25 inches across the top of bulletin board within its organizations, as mutually agreed upon by the Chief of the section and the Union, for the posting of Union notices and similar informational material. The Union shall be held solely responsible for posting and removing material and maintaining its bulletin board space in an orderly fashion. The Union is fully and solely responsible for the posting material in terms of accuracy and adherence to ethical standards. For those activities utilizing electronic bulletin boards, the Union will coordinate with the appropriate management official to post and remove material.

ARTICLE 24 **OFFICIAL PERSONNEL FOLDERS**

SECTION 1. DOCUMENTATION: Employees are encouraged to safeguard and maintain copies of documents provided to them as a result of personnel actions affecting their employment, thereby minimizing the need to request additional copies. Employees are encouraged to keep their personnel files up-to-date and may request to review their Official Personnel Folder (OPF).

SECTION 2. REVIEW OF THE OPF: Upon request of the Employee, the Civilian Personnel Advisory Center (CPAC) will request their OPF on their behalf. The OPF cannot be removed from CPAC. A reasonable amount of administrative leave will be granted for this purpose.

SECTION 3. DESIGNATED REPRESENTATIVES REVIEW OF THE OPF: The OPF will be made available for the use of a designated representative upon a written request signed by the Employee. The OPF cannot be removed from CPAC.

SECTION 4. COPIES OF THE OPF: When a reasonable need is demonstrated, an Employee may request and will be provided a copy of documents maintained in their OPF, within a reasonable period of time, provided such documents may be reproduced in accordance with governing regulations.

SECTION 5. DEROGATORY INFORMATION: Derogatory material which might reflect adversely upon the Employee's character or career will not be placed in the OPF without their prior knowledge.

SECTION 6. NOTICE OF REPRIMAND: A Notice of Reprimand will be removed from the OPF upon expiration of the time limits specified in the action or when removal is otherwise directed by appropriate authority in writing.

ARTICLE 25
DRUG TESTING

SECTION 1. POLICY AND PROCEDURE: The parties agree that the establishment and administration of its drug abuse testing program will be done in compliance with government-wide laws, rules and regulations (Reference AR 600-85 and DA PAM 600-85).

SECTION 2. UNION REPRESENTATION: An Employee who wishes to have a Union representative present during the drug testing specimen collection shall be permitted to do so. The Employee shall inform their Employer of their wish to obtain Union representation at the time the Employer informs the Employee that they are scheduled for testing. The Union representative will be permitted to observe the actions of the collector, to include the actions in the restroom, but normally will not interrupt or interfere with the collection process in any manner and will stand/sit where the collection site person designates which allows for observation of the collector's actions. Any discrepancies in the testing procedure which are observed by the Union representative will be brought to the Alcohol and Drug Control Officer's attention in writing not later than the close of business of the collection site on the day the discrepancy is observed.

ARTICLE 26
CONTRACTING OUT

SECTION 1. CONTRACTING OUT: The Employer agrees to exercise its rights to make determinations with respect to awarding contracts for the performance of Bargaining Unit Employees work in accordance with governing law, rule and regulation. When the proposed contract will change the conditions of employment of a Bargaining Unit Employee, the I & I process will be utilized (Reference Article 2, Section 3).

SECTION 2. RIGHT OF FIRST REFUSAL: Personnel actions involving Employees directly affected by contracting out actions will be taken in accordance with Reduction-In-Force (RIF) or other appropriate procedures. In instances where Employees are separated under RIF procedures, the Employer will address to the Contractor any complaints by affected Employees of failure to receive Right of First Refusal.

ARTICLE 27
EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. PURPOSE: The Employer and the Union agree to promote the Employee Assistance Program (EAP). The EAP is a voluntary program for Employees or Employee family members, family members of active duty and retired military. The program helps with alcohol, drug, emotional, financial and/or other personal problems. The EAP provides free initial assessment counseling and referral services of medical, behavioral, stress, and marital problems. Employees and Employers will be informed about the program through this agreement, joint Employer and Union training, and the EAP Program Manager.

SECTION 2. CONFIDENTIALITY: The Employer and the Union recognize that all confidential information and records concerning Employee counseling and treatment will be maintained in

accordance with applicable laws, rules, and regulations. Employees are under no obligation to enroll and the discussion of personal information is kept strictly between the Employee and the counselor, unless the Employee gives permission to release. The EAP is fully supported by the Federal Government and Fort Rucker in accordance with AR 600-85.

SECTION 3. ADVERSE ACTIONS:

a. Employees who are proposed for disciplinary or performance related actions are encouraged to make Employers aware of participation in EAP or other counseling in order that the Employer can fully consider all aspects of the situation.

b. When the Coordinator of EAP interviews the Employee, the Coordinator will make a determination as to the specific problem. Should the problem be drug or alcohol related, the Employee will be advised of the provisions of AR 600-85. It is advised that Employers should postpone adverse actions against Employees in a treatment program until the Employee has successfully completed or disenrolled from the program (usually a 90 day program).

SECTION 4. LEAVE ASSOCIATED WITH EAP: Employees undergoing counseling at the Employee Assistance Program worksite will be granted Administrative Leave, without charge to their own leave balance. Employees must request and receive permission, prior to leaving the worksite, to attend a scheduled EAP appointment. Supervisors will consider the Employees condition, if emergent, the OPM 71 will be provided within fourteen (14) days after referral. The Employer may contact the Employee Assistance Program Manager to determine the amount of Administrative Leave the Employee utilized. An Employee may request leave (sick leave, annual leave, or leave without pay) for the purpose of attending referral appointments/treatment recommended by the EAP Manager.

SECTION 5. EAP LOCATION: The EAP is located on Fort Rucker. You may contact the EAP at (334) 255-1040.

ARTICLE 28
GRIEVANCE PROCEDURES

SECTION 1. PURPOSE: The purpose of this article is to provide a mutually acceptable method of prompt and equitable resolution of grievances. The grieving party is obligated to produce for the grievance official sufficient evidence, if the grievant has access to the evidence, to convince the grievance official that the requested relief should be granted.

SECTION 2. DEFINITIONS: A grievance is a complaint;

- a. by an Employee concerning any matter relating to the employment of the Employee;
- b. by the Union concerning any matter related to the employment of any Employee,
- c. by the Union, an Employee or the Employer concerning:
 - (1) the effect of, interpretation of, or claim of breach of this agreement, and/or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation

affecting conditions of employment.

SECTION 3. POLICY and COMMUNICATION:

a. Most grievances arise from misunderstandings which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and Union agree that every effort will be made by management officials, the Union and grievant(s) to settle grievances at the lowest possible level. It is understood by the Employer and the Union that the initiation of a grievance in good faith by an Employee should not cast any reflection on his/her standing with his/her supervisor and his/her loyalty to the organization, nor should the grievance be construed as a reflection on the Employee's supervisor.

b. It is understood that grievance meetings will be scheduled with management officials who have the authority to decide the grievance. Supervisors should consider a neutral meeting place to discuss grievances (e.g. conference room).

c. Communication between the Union and Management is encouraged so as to resolve grievance issues as informally as possible. Therefore, no provision of this article should be interpreted to discourage frequent communication to resolve a grievance matter between the grievant representative and the appropriate person(s) of the opposing party.

SECTION 4. ALTERNATIVE DISPUTE RESOLUTION: If requested by the Employee, the Employer will participate in alternative dispute resolution (ADR). This program will be the binding decision for a grievance.

SECTION 5. ISSUES WHICH MAY NOT BE GRIEVED UNDER THIS PROCEDURE:

The following matters will not be raised as a grievance:

- a. Any allegation which by law or applicable regulation may not be raised as a part of a negotiated grievance procedure.
- b. Any claimed violation relating to prohibited political activities.
- c. Any action concerning any Employee benefit over which the Employer has no authority.
- d. A suspension or removal under Title 5 U.S.C. § 7532.
- e. Any examination, certification, or appointment. Non-selection from among a group of properly ranked and certified candidates, except where claims of procedural violation or non-merit consideration are involved.
- f. The classification of any position which does not result in the reduction in grade or pay of an Employee.
- g. Any matter that has been raised in whole or in part as an Unfair Labor Practice (ULP) by the Grievant.

- h. Any action that can be raised through the Equal Employment Opportunity (EEO) law and/or regulations.
- i. Any appeals or requests for relief that have been submitted to the Comptroller General or General Services Board of Contract Appeals.
- j. Any Prohibited Personnel Practice or issues if the complaint has been raised to the Office of Special Counsel (OSC).
- k. A proposed disciplinary action or a proposed performance-based action.
- l. Failure of the Agency to adopt a suggestion.
- m. An action terminating a competitive temporary promotion within a period of one (1) year and returning the Employee to the position from which temporarily promoted or to an equivalent position.
- n. Initial formulation of the individual's objectives or individual's performance standards.
- o. A discharge during an Employee's probationary period.
- p. A personnel action as the result of properly conducted Reduction-in-Force (RIF) except where claims of procedural violation in the conduct of the RIF are raised.
- q. Any action concerning the Voluntary Early Retirement Authority (VERA) or the Voluntary Separation Incentive Payment (VSIP).
- r. Any action processed as an abandonment of position except where claims of procedural violation are raised.

SECTION 6. GRIEVANCE CONTENTS AND FORMAT:

The Parties agree that all grievances must be presented in writing and must set forth the following:

- a. The issue giving rise to the grievance;
- b. Whether a meeting is requested;
- c. The provision(s) of law, regulation, or this agreement which allegedly has been misinterpreted, misapplied, or violated;
- d. Either all relevant evidence and information, or an assertion that relevant evidence is believed to be in the sole possession of the other party; and
- e. The relief sought, which must be personal to the grievant(s);
- f. For Employee grievances: the name and duty organization of the grievant. The Employee's title, series, and grade should be included if known.

The filing party will complete all blocks on the Fort Rucker Employee Grievance Form before submission to the Fort Rucker Civilian Personnel Official. If the form is incomplete, the non-grieving party will request that the grievant complete any incomplete portions of the grievance form. (Reference CBA Form 2, **Dated May 2012**) (APPENDIX B)

SECTION 7. EXCLUSIVE PROCEDURES:

a. This negotiated grievance procedure shall be the exclusive procedure available to the Union, Employer, and Bargaining Unit Employees for resolving grievances which fall within its coverage. However, an Employee may either grieve or appeal under statute to the US Merit Systems Protection Board (MSPB), but not both, any adverse action that is within the MSPB's jurisdiction. An Employee will be deemed to have exercised the Employee's option under this section when the Employee either timely files an appeal with the MSPB or a timely grievance is filed under this article, whichever occurs first.

b. An Employee or group of Employees may present their grievances to the Agency and have them adjusted without the intervention of the Union, as long as the Union is informed of the grievance and is given an opportunity to represent the bargaining unit at the grievance proceedings. An Employee utilizing this procedure may represent himself or be represented by the Union.

SECTION 8. DECISIONS OF NONGRIEVABILITY:

a. Issues of grievability will be raised as early as possible, and management will state the reason(s) it is not grievable. Grievability issues are required to be resolved by arbitration prior to addressing the merits of the original grievance. Either party may request a separate hearing on the grievability issue before a hearing is held on the merits of the original grievance. The party alleging non-grievability will be responsible for the arbitrator's entire bill if the issue is found to be grievable. If the issue is found non-grievable, the parties will each pay one-half of the arbitrator bill. If two hearings are held, separate arbitrators shall hear the grievability issue and the merits of the original grievance issue, unless the parties mutually agree otherwise.

b. Other than as specifically stated by this article, all other provisions of this agreement's article on Arbitration will apply to grievability arbitrations.

SECTION 9. IDENTICAL GRIEVANCES:

a. Should two (2) or more Employees have identical grievances, the grievances can be combined if the Employer, Union and Bargaining Unit Employees agree to combine the grievances and process them as one (1) grievance. The decision on the combined grievance will be binding on the other grievances.

b. Amended grievance. The Union and the Employer must agree that a grievance can be amended to add matters when additional, relevant information becomes available during the grievance process.

c. A new grievance must be filed when the parties do not agree to amend a grievance to resolve new matters discovered during the grievance process.

SECTION 10. TIME TO PREPARE A GRIEVANCE: An aggrieved Employee in a duty status shall be granted a reasonable amount of official duty time to prepare their grievance but must get permission

from the supervisor prior to leaving the worksite. The Employee will be given another time and date they can leave the worksite for a reasonable period of time if workload prevents release at the requested time. No grievant will become entitled to overtime pay as a result of official time granted to prepare or present a grievance.

SECTION 11. EMPLOYEE GRIEVANCE PROCESS:

STEP 1:

a. The grievant or Union Representative on behalf of the grievant will submit the grievance to the authority with a copy given to the Fort Rucker CPAC official. The CPAC Official's role is to track the action and advise management. Except for claims of continuing violations, the Employee must raise their grievance within thirty (30) calendar days of the issue giving rise to the grievance. The immediate supervisor will hold a Step 1 meeting with the grievant within fourteen (14) calendar days after receipt of the written grievance.

b. The Employer, Employer representative, aggrieved Employee and/or steward will meet and discuss the grievance. A decision will be sent through the Union, to the aggrieved Employee within fourteen (14) calendar days after receiving the Step 1 decision. The decision will offer relief or deny relief.

STEP 2: The Employee must submit all available relevant information and evidence. The next appropriate supervisor will hold a Step 2 meeting with the grievant within fourteen (14) calendar days after receiving the Step 1 decision. The Employer, Employer representative, aggrieved Employee and/or steward will meet and discuss the grievance. A written decision will be sent through the Union to the aggrieved Employee within fourteen (14) calendar days after the Step 2 meeting. Employee grievances resulting from formal disciplinary action will be initiated at Step 2 and must be filed with a copy to the CPAC official no later than thirty (30) days after the date of the discipline or receipt of the Employer's decision to impose discipline, whichever is later.

STEP 3: If the grievant does not accept the decision of the Step 2 official, and the grievant chooses to pursue the matter further, the grievant or Union Representative on behalf of the grievant must make a request for a Step 3 meeting within fourteen (14) calendar days after receipt of the Step 2 decision. The request for Step 3 meeting must be addressed to the Director/Brigade/Garrison level Commander (exception to the Combat Readiness Safety Center that may designate to the DCO). The Employee must submit all available relevant information and evidence not already submitted. The Employer will hold a Step 3 meeting with the grievant within fourteen (14) calendar days after receipt of the request for a Step 3 meeting. The Employer, Employer representative, aggrieved Employee and/or steward will meet and discuss the grievance. A written decision will be sent through the Union to the aggrieved Employee within fourteen (14) calendar days after the Step 3 meeting.

STEP 4: If the grievant does not accept the decision of the Step 3 official, and the grievant chooses to pursue the matter further, the grievant or Union Representative on behalf of the grievant must make a request for a Step 4 meeting within fourteen (14) calendar days after receipt of the Step 3 decision. The request for Step 4 meeting must be addressed to the Fort Rucker Commander, or commander's designee; the commander is free to designate the Step 4 official. The Employee must submit all available relevant information and evidence not already submitted. The Employer will hold a Step 4 meeting with the grievant within fourteen (14) calendar days after receipt of the request for a Step 4 meeting. The

Employer, Employer representative, aggrieved Employee and/or steward will meet and discuss the grievance. A written decision will be sent through the Union to the aggrieved Employee within fourteen (14) calendar days after the Step 4 meeting.

OPTION TO INVESTIGATE: An Investigating officer may be used to gather information and make recommendations to the commander/representative. The investigating officer must be appointed in writing and be of suitable authority. The Investigating officer will formulate recommendations to the commander/representative. Prior to the grievance being presented to the commander/representative, a copy of the recommendation from the investigation will be forwarded through Civilian Personnel Advisory Center (CPAC) to the Union. Upon the investigating officer's presentation to the commander/representative, if the recommendation is not accepted, the commander/representative will then hear the grievance personally. Based on their own investigation, the commander/representative will then render the written decision. If the commander/representative hears the grievance, the Investigating officer's recommendation may not be entered into the record. Once the decision is final, a copy of the written decision will be forwarded through CPAC to the Union. Investigative recommendation(s) that are not utilized in the written decision cannot be utilized in any further actions.

TIME LIMIT AFTER STEP 4: If the decision is unsatisfactory to the Union and the grievant, the grievance may be referred to arbitration. Such requests must be made in writing to the Commander of the Activity with a copy to the Fort Rucker CPAC official within thirty (30) calendar days after receipt of the Step 4 decision, or thirty (30) calendar days after the decision was due if a decision was never issued.

ACCEPTING THE OFFER OF RELIEF: Offers of relief/resolution at any step must be accepted in writing by both parties and executed as agreed upon.

TIME LIMITS: Other than as specifically addressed elsewhere, time limits specified in this article will be extended only by mutual consent of the parties. The party seeking the extension will confirm the request in writing. Failure of the Employer to observe time limits for any step of the grievance procedure will entitle the grievant or Union Representative to advance to the next step. Failure of the Union or the grievant to meet a time limit established in this article shall be a matter of grievability that may be raised by the Employer as described in Section 7 of this article.

SECTION 12. UNION/EMPLOYER GRIEVANCES: Except for claims of continuing violation, the Union and the Employer have thirty (30) calendar days from the date of the occurrence to file a grievance. Union grievances will be submitted in writing to the Activity Commander with a copy to the Fort Rucker CPAC official addressed to the commander of the activity involved in the grievance. Employer grievances will be submitted in writing to the Union President. The Activity Commander, or designee, will serve as the grievance official for union grievances. Employer grievances will be heard by the Union President or designee. The non-grieving party will hold a grievance meeting, if requested, within fourteen (14) calendar days after receipt of the written grievance. A written decision will be sent to the grieving party within fourteen (14) calendar days after the grievance meeting.

ARTICLE 29
MEDIATION/ARBITRATION

SECTION 1. TIME LIMITS:

a. The parties agree to have the option of using mediation by the Federal Mediation and Conciliation Service (FMCS) (Step 5), in an attempt to resolve the grievance prior to the arbitration hearing.

b. Any grievance not satisfactorily settled may be submitted to Arbitration (Step 6). Arbitration may be invoked only by the Employer or Union. The party desiring to invoke arbitration must serve notice to the other party through the Civilian Personnel Advisory Center (CPAC) within thirty (30) calendar days after receipt of the Step 4 grievance decision.

SECTION 2. SCHEDULING ARBITRATION: When arbitration is requested, not to exceed thirty (30) days from the Step 4 decision, a request will be submitted within seven (7) calendar days by the party desiring arbitration to the FMCS for a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall select an arbitrator within ten (10) working days after receipt of such list; however, time limits may be extended by mutual agreement. The party initiating arbitration will notify both FMCS and the arbitrator of the selection made.

SECTION 3. ARBITRATOR AUTHORITY:

a. Question as to the arbitrability of a particular matter shall be determined by the arbitrator in accordance with Title 5 U.S.C. § 7121(a). The arbitrator shall have the authority to interpret and apply the provisions of agreement. The arbitrator shall not have the authority to change, alter, amend, modify, add to, or delete from this agreement or the grievance; such right is the sole prerogative of the contracting parties. The party initiating arbitration will notify the arbitrator if arbitrability is the threshold issue.

b. The arbitrator will be requested by the parties to render a decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise mutually agree.

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

SECTION 4. PAYMENT OF FEES: Arbitrator fees and costs shall normally be borne equally by both parties. However, the arbitrator will have the authority to assess a higher proportion of the arbitrator's fees and costs, up to 100%, against the non-prevailing party if there is a specific finding that the unresolved Agency action was wholly without merit or the Union knew or should have known that it would not prevail on the merits when it filed for arbitration.

SECTION 5. TRANSCRIPTS: In those cases where either party deems it necessary, it may arrange that a transcript of the hearing be made by a qualified court reporter or either party may make an audio recording. The party making such arrangement shall bear the full cost thereof. The other party may purchase a copy.

SECTION 6. ARBITRATOR'S AWARD: The arbitrator's award shall be binding on the parties; however, the Union or Department of Army may file exceptions to the 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 the Union or management to the Federal Labor Relations Authority, the award shall be stayed pending the Authority's final determination.

ARTICLE 30 **ADVERSE WEATHER CONDITIONS**

SECTION 1. Employees are expected to make a reasonable effort to report for work during hazardous geological/weather conditions. All Employees who are unable to report for duty shall notify their immediate supervisor as soon as possible but no later than one (1) hour. The Employer agrees that an Employee who is unable to report for duty shall be granted administrative leave provided the Employee supplies information which, considered in conjunction with those factors listed in Section 4, satisfies the Employer that emergency conditions prevented the Employee from reporting for duty.

SECTION 2. All Employees shall periodically be briefed on their duties and responsibilities regarding emergency reporting/notification procedures.

SECTION 3. When the Employer determines hazardous geological/weather conditions exist and the safety of Bargaining Unit Employees is threatened, on duty Bargaining Unit Employees who can be spared from duties may be given administrative leave. Volunteers who remain on duty shall be utilized to the extent operational conditions permit and the parties recommend that appropriate recognition be given.

SECTION 4. In making the determination to grant administrative leave, the Employer shall consider conditions which threaten Employee's home, family, or safe travel to and from home; current meteorological information, news media, official road reports, leave approvals and reduced staffing or closings at other area government facilities. The Employer shall not only consider existing conditions but forecasted conditions as well.

SECTION 5. Circumstances beyond the control of the Employer may make it necessary to interrupt or suspend operations. Affected Employees shall not be placed on annual leave because all or part of an activity is closed due to an unforeseen or emergency shutdown.

SECTION 6. The Employer shall ensure that all Employees are provided with a procedure that establishes the method of notification, where and when the Employee should report to duty.

ARTICLE 31 **INFORMATION REQUESTS**

SECTION 1. 7114(B) (4) PROCEDURE: The following procedures will be used when requesting and responding to requests for information pursuant to 5 U.S.C. § 7114(b) (4). The Union will submit all 7114(b) (4) requests in writing to the appropriate management official with a copy provided to the Fort Rucker Civilian Personnel Advisory Center (CPAC). Each request must contain a request for specific identifiable information. Each request must also express the particularized need for the information by

describing how the information would help the Union pursue a Grievance or conduct Impact and Implementation negotiations if it is provided. Each request must express why the information sought cannot be readily obtained in another way if the information has previously been provided to the Union or assigned representative.

SECTION 2. TIMELINES: Within ten (10) calendar days after receipt of the request for information, the Employer will either:

- a. provide the information requested;
- b. inform the Union in writing that the information will not be provided for reasons the Employer will specify; or
- c. if the information cannot be provided within ten (10) calendar days, the Employer will inform the Union of a date by which the information will be provided and the reason(s) the information could not be provided within ten (10) calendar days.

ARTICLE 32 **MERIT PLACEMENT PLAN**

SECTION 1. PURPOSE, POLICY AND COVERAGE:

a. Purpose. This article has been developed to establish local policy and procedures relative to Fort Rucker's Merit Placement Program in compliance with the merit placement requirements set forth in applicable government-wide regulations. All parts of this Article are binding by all parties and waivers will not be granted.

b. Policy. It is the policy of this installation to fill all positions in a fair, equitable, and efficient manner, without regard to race, color, religion, sex, age, national origin, marital status, lawful political affiliation, membership/non-membership in an Employee organization, or any other non-merit factor, and equal opportunity practices and goals. Additionally, physically and mental handicapped candidates will receive placement consideration consistent with this article, provided such candidates are otherwise able to satisfactorily perform the duties of the position to be filled.

c. Coverage. This article applies to all competitive service positions in the bargaining unit except for:

(1) Special Emphasis Program Appointments/Excepted Service Employees: Applicants for employment consideration under Veteran Readjustment Appointments (VRA), special appointments for thirty (30) percent or more compensable preference veterans and the handicapped may be considered to the extent permitted by the provisions of the respective appointment authorities. They may be considered before any employment procedures are used that involve competition, and, once employed, may be converted under the provisions of their controlling authorities to career or career-conditional appointments without competition. Additionally, once appointed, VRA and 30 percent compensable preference veterans may seek consideration for new appointments at higher grade levels under the original appointment authority. If a subsequent appointment is obtained, all conditions of the authority start over again.

(2) Spouse Preference. Applicants seeking employment consideration under the provisions of the Military Family Act of 1985 (Family Member Employment Assistance Program) will be considered to the extent permitted by and under the provisions of their controlling appointment authority.

(3) Other Special Appointing Authorities. Applicants seeking employment consideration under the provisions of other special noncompetitive appointing authorities will be considered to the extent permitted by the provisions and procedures of their controlling appointment authority and under procedures established through appropriate negotiations.

SECTION 2. NONCOMPETITIVE ACTIONS: The following placement actions will be accomplished without regard to the competitive (not rated against the crediting plan) procedures of this article. (The justification for use of these provisions will be fully documented on the SF-52 processed in each use.)

a. Promotion of an Incumbent Resulting from the Upgrading of a Position without significant change in duties and responsibilities due to issuance of a new or revised classification standard or the correction of a classification error, provided the Employee meets the legal and qualification requirements for a higher grade position. If the incumbent is not promoted, he/she must be removed from the position through appropriate placement procedures.

b. Re-promotion of an Employee Previously Demoted Without Personal Cause and Not At Employee's Request. (Refer to Section 13b.)

c. Promotion of an Employee Who Failed to Receive Proper Consideration in a Previous Competitive Promotion Action. Such Employees are entitled to one special, automatic consideration for the "next appropriate vacancy" to make up for each consideration lost. The "next appropriate vacancy" is the next vacancy that occurs in the series specified in writing by the Employee for which the Employee would be rated highly qualified. An Employee may specify not more than three (3) series under this provision. This special consideration will precede efforts to fill the vacancy by other means, including competitive procedures, except when another Employee has a statutory or regulatory right to be placed in or considered for the position. Candidates will be located through the use of a Priority Consideration File maintained in the Civilian Personnel Advisory Center (CPAC).

d. Promotion or transfer of an Employee up to and including any grade previously held in a non-temporary position in the competitive service. Any Employee will be considered for noncompetitive re-promotion back up to and including any grade previously held in a non-temporary position in the competitive service. To receive this consideration, an Employee must submit a current application form to the Employment Services Division, CPAC, under any appropriate Job Opportunity Announcement. The application should be marked "Re-promotion Consideration" on the first page. If determined to be minimally qualified, the candidate will be referred as a noncompetitive candidate.

e. Career Promotions.

(1) "Career promotions" are made without new competition when the incumbent of a position was selected competitively at an earlier stage and the intention to prepare the selectee for the grade level now being filled was made a matter of record. Established career ladders must be on record in the CPAC. Promotion of an Employee under these provisions will be made after documented performance and qualification data indicate that the Employee had demonstrated that he/she is performing the higher

grade duties and responsibilities successfully. Merely meeting the time-in-grade requirements for the higher grade is not an automatic guarantee that the Employee possesses sufficient knowledge, skill and ability to perform successfully at the higher level.

(2) Paragraph (3), Types of Career Promotions, describes the types of situations in which promotion can be made without competition because competition took place at an earlier stage and included evaluation of the Employee's qualifications and/or Employee's potential for the target level. Positions that are restructured shall, if practicable, go back up noncompetitively to the grade from which originally restructured. It must have been known to prospective candidates that the position was intended to prepare the incumbent for the higher level work and provided promotion possibility.

(a) Each career promotion to a successively higher grade level will be made only after verification that the incumbent meets legal and minimum qualification requirements for the higher level.

(b) If the minimum time frame established for advancement to the next higher level in the career ladder has passed and the incumbent has not yet demonstrated possession of the level of competence that will assure satisfactory performance at the higher grade level, the supervisor, the Employee, the Employee's representative (if requested by the Employee) and a representative of the CPAC will discuss appropriate action to be taken. (For example, this could include extension of the current development phase to allow the Employee to develop the necessary level of ability needed with a further reevaluation made at the conclusion of the extension.)

(c) If it is determined that the Employee cannot achieve the level of qualification needed for performance at the higher level or if the Employee should ask to be reassigned at any time, if appropriate, action will be taken to place the Employee in another position.

(d) The justification for use of any of the authorized career promotions will be documented fully on the SF-52.

(3) Types of Career Promotions.

(a) Career Ladder Positions. Successive promotions may be made until Employee reaches the full performance level of a position, provided:

- 1) the career ladder were made competitively and met all requirements for placement on a "position with known promotion potential".
- 2) All have the same opportunity for promotion as they demonstrate ability to perform at the next higher level.
- 3) There must be enough work at the full performance level for all Employees in this group.
- 4) Beyond the full performance level, promotions must be competitive.
- 5) All Employees in like positions in an organizational group are given grade building experience.

(b) Training Positions. Career promotion may be made of an Employee in a trainee position upon satisfactory completion of the required training and achievement of the required level of qualification. A trainee assignment, such as one filled under the Upward Mobility Program, is one involving a well-defined training program of a definite duration (which may include both on-the-job and classroom training), and the performance of assigned tasks on a rotating or non-rotating basis, under close guidance and instructions, with promotion scheduled upon satisfactory completion of the training phase. (A trainee who does not satisfactorily complete the training period may be reassigned to a different line of work or otherwise removed from the position.)

(c) Positions Filled Below Established or Anticipated Grade (Lead-In Positions). A career promotion may be given to an Employee in a position that was filled at a grade below the established or anticipated grade. Reasons for filling the job at a grade below that established for the position may include trying out a candidate, awaiting approval of higher headquarters for a manpower authorization, or this installation's program to reengineer vacant positions to lower grade levels in furtherance of position management objectives.

(d) Employees Under an OPM Training or Executive Development Agreement. Employees who have entered into a training situation under an OPM approved training agreement or executive development agreement may be given a career promotion upon satisfactorily completing the training, if the agreement specifically provides for the promotion and if the Employee was chosen under competitive promotion procedures or from an Office of Personnel Management register.

(e) Employee Detailed for Training or Evaluation. Career promotions may be made of an Employee detailed to a higher grade position or position with known promotion potential for the purpose of training or evaluation. The detail, however, must have been accomplished under full competitive procedures, including use of the normal area of consideration for permanent promotion, and competition was made known to all potential competitors.

(4) Career Promotion. "Career Promotions" will also be made when an encumbered position is reconstituted in a higher grade because of the accretion of additional duties and responsibilities. Career promotions may be made only when all of the following circumstances have been met:

(a) There are no other Employees at the same grade in the unit supervised by the selecting official who are performing duties substantially the same as those performed by the Employee prior to addition of the new duties and responsibilities. (For example, in classification, jobs are considered substantially the same when major duties, supervisory controls, knowledge required, and working conditions are the same.);

(b) The Employee continues to perform the same basic functions as were in the former position and the duties of the former position are administratively absorbed into the new position;

(c) The addition of the duties and responsibilities does not result in an adverse impact on another encumbered position, such as abolishing the position or reducing the known promotion potential of another position; and

(d) The Employee meets all eligibility and qualification requirements for the position.

f. Re-employment, promotion, reassignment, transfer, or change-to-lower grade of former Employee exercising reemployment rights after overseas assignment, mobility assignment under the Intergovernmental Personnel Act, or other assignments for which reemployment rights have been authorized. The former Employee is entitled to be returned to the same position he/she left (provided the position still exists) if there is no other placement of that Employee that can be made under the provisions of this Article. During the Employee's absence, the position will be filled on an obligated basis only. Prospective interim incumbents will be advised of the obligated nature of the position. Obligated positions will not be redesigned or canceled during the Employee's absence unless otherwise required. The Employee will be notified immediately if his/her obligated position is changed or cancelled. In such cases, the Employee will be reemployed as required by pertinent regulations.

g. Reassignment or change-to-lower grade of Employee affected by a reduction-in-force (RIF) situation. Vacant positions for which active recruitment has been initiated will be used to place Employees who are surplus as a result of the abolishment of their positions or because of displacement by other Employees having higher retention standing. Surplus Employees, however, will not be placed in vacant positions of a higher grade than the position currently held unless such is accomplished in accordance with RIF procedures to positions with higher promotion potential, and may be subsequently noncompetitively promoted to the full performance level of that position upon completion of the requirements of the training plan and when meeting the time-in-grade requirements. When placement is proposed to a position covered by a different pay plan, the representative rates of the grade levels involved will determine whether the action would constitute immediate promotion or promotion potential. Under certain circumstances position changes required by reduction-in-force (RIF) regulations may give the Employee the benefit of a slightly higher pay rate and may be technically termed a promotion. However, for the purpose of this Article, such required actions will not be considered as a promotion action.

h. Re-employment, reassignment, transfer, or change-to-lower grade or Department of Defense (DoD) personnel eligible for priority placement consideration under the DoD Program for Stability of Civilian Employment will be eligible for noncompetitive consideration.

i. Temporary promotions of 120 calendar days or less. If an Employee's services are needed in a higher position for more than brief periods, a temporary promotion should be effected whenever possible. Employees will be given a temporary promotion when-

(1) The need for a temporary replacement is expected to last more than 30 days.

(2) The selectee will be required to fully assume the grade controlling duties and responsibilities of the higher grade position. A management official over the vacancy must certify in writing that the temporary assignee will assume the full scope of the grade controlling duties and thereby warrant pay at the higher grade level.

(3) The Employee meets the minimum OPM qualification standards for the position.

(4) All individuals to be temporarily promoted either competitively or noncompetitively will be advised in advance of the temporary nature of the action and all conditions relating to it, including the expected duration. Also, it will be made clear that management, at its discretion, may terminate a temporary promotion at any time prior to the expected termination date.

(5) Temporary promotions may not be used for training or job tryout purposes.

(6) Temporary promotions do not offer later eligibility for special re-promotion consideration.

(7) All temporary promotions regardless of their duration will be processed on Standard Fort 52 (SF-52). The CPAC and DRM shall be responsible for monitoring all such actions.

j. Details to same or lower positions may be accomplished in 120-day increments for up to one year without directorate level or its equivalent approval.

k. Change to Lower Grade when voluntarily requested by an Employee, and the position has no known promotion potential beyond that of a position currently or previously held by the Employee on a permanent basis in the competitive service.

l. Reassignment when voluntarily requested by an Employee, and the position has no known promotion potential beyond that of a position currently or previously held by the Employee on a permanent basis in the competitive service.

m. Management-directed reassignments. Management may exercise its prerogative to reassign Employees, provided such reassignment is based on the needs of the service and the determination as to which Employee(s) to reassign is fair and equitable. The Employee will be given at least five (5) working days notice of the reassignment unless such reassignment is taken with the Employee's concurrence.

n. Other action as required by existing or future laws, directives, or regulations not specifically stipulated in the plan.

SECTION 3. COMPETITIVE ACTIONS: The competitive procedures outlined in this article apply to the following types of placement actions:

a. Promotion except as otherwise provided in paragraph of Section 2 e(2)(a) of this article.

b. Reassignment or demotion to a position with more promotion potential than a position currently or previously held on a permanent basis in the competitive service.

c. Transfer to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.

d. Reinstatement to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.

e. Temporary promotion of more than 120 days or when after completing the period of service under temporary promotion an Employee will have spent more than 120 days (prior service under details and previous temporary promotions included) in higher grade positions during the preceding 12 months.

f. Conversion of a temporary promotion or detail to a permanent position. Competitive procedures will apply on making a promotion permanent unless the temporary promotion or detail was made

initially under competitive procedures and the fact that it might lead to a permanent promotion was made known to all potential candidates.

g. Selection for training that is required for promotion or that would serve to give an Employee a distinct advantage for promotion.

h. Lead positions. All lead positions will be filled on a competitive basis unless filled by the reassignment or demotion of a current leader in the same or related occupational series.

i. Temporary positions affording promotion opportunity. A position that is required to be staffed on a temporary basis, the duration of which is expected to extend beyond 120 days and that provides promotional opportunity for permanent Employees will be filled under the competitive procedures of this article as appropriate.

j. Competitive details and temporary promotions. Refer to Section 12 for procedures.

SECTION 4. ADVANCE PLANNING:

a. Position structuring. Prior to initiation of any recruitment action for a vacant position, a determination will be made on whether the position will remain unchanged or redesigned in some way. In those cases where the position is changed, the Union will be notified in writing of the changes. Considerations that could be involved include:

(1) Skills requirement analysis and available labor market.

(2) Labor costs, EEO, affirmative action, upward mobility, selective placement of handicapped and veterans employment programs.

b. Skills requirements analysis. To assist management through timely filling of vacancies and to help Employees based upon their request by advising of future placement opportunities related to their career plans, the CPAC will develop realistic projections of future employment requirements. Factors such as employment turnover, projected retirements, proposed mission changes, and funding capabilities will be continually analyzed to facilitate the projection of the number and kinds of positions that will need to be filled to meet civilian employment authorizations and have end strength at 100 percent of authorized ceiling. This analysis is used as the basis for all placement planning and for developing special action plans such as those for veteran and handicapped employment, the Upward Mobility Program, and the correction of out-of-balance situations under the Equal Employment Opportunity Program.

c. Analysis of qualifications required. The second part of a planned placement program is to identify the most likely sources of Employees to meet needs. The objective of this part of the program is to determine what a candidate needs to bring to the job; that is, what knowledge, skills, and abilities are needed to perform the job successfully. For this reason, the development of job-related criteria will be developed either as described in Section 6 or by reviewing and adapting existing criteria developed by the Office of Personnel Management or other Army activities. These criteria then will be used to assess the qualifications of current Employees and other potential candidates in order to arrive at the appropriate plan for filling vacancies.

d. Hiring goals. The recruiting and hiring goals delineated under the Affirmative Action Plan will be considered in all advance planning decisions and pursued in good faith. Recruiting strategies will take into account the severity of underrepresentation, the availability of position vacancies and authorities to fill those vacancies and the impact of such strategies upon the organization.

e. Vacancy list. The Union will be furnished, on a weekly basis, a listing of all currently vacant positions by title, series and grade, organization, SF-52 number, staffing specialist working the action, and the position's current status.

SECTION 5. LOCATING CANDIDATES:

a. General. In locating candidates for available positions, consideration will be given to the objectives of this installation's separate action plans for EEO, Upward Mobility, Affirmative Action Plan, Handicapped and Veterans Readjustment Programs. Such consideration will address the need to redesign vacated positions to provide more equitable opportunities for the employment and advancement of individuals covered by these plans. To this end, positive action will be taken by management and the civilian personnel office to identify out-of-balance situations and to assure that recruitment efforts reach all categories of Employees/applicants.

b. Area of consideration is the area in which this installation makes an intensive search for eligible candidates during a specific placement action. The area in which this installation can reasonably expect to locate enough "highly qualified" Army candidates to fill a vacancy is the minimum area within which actual search will be made. This means that for any specific competitive action as defined in Section 3 of this Article, the area of consideration must include at least the minimum area and will be advertised to the internal work force by a job opportunity announcement (JOA).

(1) Determining minimum area of consideration.

(a) Affirmative action will be a primary consideration in establishing the areas of consideration for filling vacancies.

(b) For all positions having potential for career promotions, the minimum area of consideration will be installation-wide. The minimum area for GS-14 and 15 positions not covered by DA career programs will be Army-wide. In those cases where the minimum area of consideration for particular types of positions is established by a higher headquarters, that designated area will be the minimum area of consideration.

(2) Extension of area of consideration. If search in the minimum area of consideration fails to produce at least one available highly qualified candidate acceptable to the selecting official, the area of consideration will be extended to any of the sources listed below, depending on the nature of the position, location of the position, and the likelihood of identifying highly qualified candidates in other areas who would be available. Extension does not have to be made in sequential order, and the use of an extended area of consideration to fill a position does not obligate the use of the extended area in filling a subsequent vacancy. The minimum area of consideration may be extended to:

(a) Selected or all Army activities within a limited geographical area.

(b) Selected or all Army activities under TRADOC.

- (c) Selected or all Army activities under other Army commands.
- (d) Army-wide.

(3) Acceptance of voluntary applications from outside the minimum area. When the minimum area is less than Army-wide, voluntary applications for positions affording either immediate or promotion potential from Fort Rucker tenant organizations and Army Employees outside that area will be considered at the same time Army candidates in the minimum area are considered. These voluntary applications, however, will not be accepted and/or considered for specific vacancies if received after the closing date of the JOA.

(4) Concurrent consideration is the competitive consideration of eligible non-Army candidates including transfer eligibles, reinstatement eligibles, and Office of Personnel Management register eligibles at the same time and along with Army candidates who are outside the normal minimum area of consideration. Concurrent consideration will be given in all placements involving entry into the Army career management programs at any grade level below mandatory referral levels and will be used as a source for any position in order to assure selecting officials of an adequate choice of available highly qualified candidates. Installation Employees (U.S. Army Aviation Center and its tenant activities) will receive first consideration for all job opportunity announcements. The agency will take all reasonable and necessary measures to ensure equal opportunity in all aspects of employment for all Army civilian Employees. Equal employment opportunity for minorities, handicapped, and women will be facilitated by aggressive affirmative action programs designed to meet locally established goals and objectives. Affirmative actions will be focused upon achievement of a workforce, at all grade levels and occupational categories that are representative of the appropriate civilian labor force. When "concurrent consideration" candidates are considered, such candidates will be evaluated, to the maximum extent possible, by the same criteria as candidates in the minimum area of consideration. To be considered, applications must be received or postmarked by the closing date. (Applications postmarked by the closing date must be received by the civilian personnel office within three (3) days after the closing date.

(5) Methods of locating candidates.

(a) The Fort Rucker Weekly Bulletin will be used to advertise Job Opportunity Announcements (JOAs). JOAs will be used to locate candidates for all appropriate positions after it is determined there are no candidates entitled to "mandatory consideration". Copies of the weekly bulletin can be accessed through the Fort Rucker Intranet, <https://intranet.rucker.army.mil>. JOAs will remain open for seven (7) calendar days for receipt of applications. Where experience shows there is a recurrent need to fill positions having the same qualification requirements, JOAs may remain open for periods of 90 days, six months, one year, or continuous, as appropriate. In such cases an initial cut-off date of not less than seven (7) calendar days after the opening date will be established. Subsequent cut-off dates will be established when the SF-52s are received in Employment Services Branch. Employees may file applications at any time prior to the closing date of the announcement. JOA information will include the following basic information about the position:

- 1) Title, series, grade, and short description of major duties.
- 2) Organizational and geographical location of the positions.

- 3) Summary of or reference to minimum qualification standards for basic eligibility.
- 4) List of any selective placement factors, e.g., frequent travel, unusual working conditions, hours, etc. determined essential to satisfactory performance (Justification for the use of any selective placement factors will be maintained with promotion records.
- 5) Summary of job-related criteria factors to be used in determining which eligible candidates are "highly qualified".
- 6) Evaluation methods to be used.
- 7) If appropriate, information regarding the known promotion potential of the position, to assure that all applicants are aware of subsequent "career promotion" possibilities.
- 8) The minimum area of consideration.
- 9) Opening and closing dates, how and where to apply, and deadline for receipt of application. Applications filed under JOA will be considered if they are received by the closing date or postmarked and received by the Civilian Personnel Advisory Center within three (3) days after the closing date.
- 10) Statement about equal employment opportunity.

(b) Army-wide Announcement Program prescribed by higher headquarters, will be followed when advertising positions on an Army-wide basis. Army-wide vacancy announcements received at this installation will be publicized locally by the Civilian Personnel Advisory Center by noting the position title, series, grade and location in the Weekly Bulletin. Copies of the announcements will be available for review in the Job Information Center of the Civilian Personnel Advisory Center.

(c) The parties jointly recognize the benefits to be gained by a job information line located at the appropriate personnel office to provide job vacancy announcement information for Fort Rucker positions. The information provided on specific vacancies shall include:

- 1) Job title and grade.
- 2) Announcement number.
- 3) Closing date.
- 4) Organization of vacancy.
- 5) Point of contact (POC).

(d) All application forms required by the JOA will be made available to the Employee by the supervisor or organization. Employees having questions or needing assistance with applications should discuss the matter with their supervisor or organization's representative.

c. Duration of merit promotion and noncompetitive referrals (DA Form 2600). Referrals may be used for up to 90 days after the date of the initial referral, to fill similar positions at the same organization, with the same title, grade, series and the same qualifying criteria, as long as two or more qualified candidates are available.

d. Method of application. Standard Form (SF) 171, Application for Federal Employment, OF-612, or any other form containing sufficient information to determine the applicant's qualification and eligibility will be considered a valid application under this article.

(1) Employees desiring to compete for position(s) under this article, i.e., Job Opportunity Announcements (JOAs), may do so by completing an application for each announcement. Since submission of the application is considered official business, government reproduction is authorized. Letters of recommendation and performance appraisals/evaluations are authorized attachments.

(2) Employees needing assistance regarding completion of their application should contact their immediate supervisor, administrative officer, Union steward, or servicing staffing specialist.

(3) Applicants will certify that their last performance rating is fully successful or higher in item 47 of the SF-171, or at the end of their resume or OF-612. In lieu of this certification, an Employee may submit a copy of his/her latest performance appraisal. Failure to include this statement will result in the application being rejected.

SECTION 6. CANDIDATE EVALUATION:

a. General. All candidates for placement under this article will be evaluated solely on their current levels of knowledge, skills, and abilities (KSAs) for the job to be filled and on their potential to progress when the job being filled actually leads to further advancement. All candidates will be evaluated against the same qualification standards and to the maximum extent possible, the same job-related criteria.

b. General candidate evaluation process. The evaluation process will normally be comprised of two steps: (1) Determining basic eligibility, and (2) Rating to determine Highly Qualified. Step 1 will apply for all placement actions (competitive and noncompetitive) for all prospective candidates. The general candidate evaluation process will apply as follows:

(1) STEP 1. Determining basic eligibility. In this step, the information available on all candidates must be compared first to the Office of Personnel Management Qualification Standards and, secondly, "selective placement factors", if any, determined to be essential for minimum satisfactory job performance. Normally, this process will be conducted by the assigned civilian personnel specialist, although subject matter specialists may participate in this determination when serving in an official capacity. Notice of ineligibility or basic eligibility should be dispatched by civilian personnel officials within five (5) working days from the date of determination.

(2) STEP 2. Determining highly qualified.

(a) All basically eligible/qualified promotional candidates for the position will be evaluated further to identify those who are also "highly qualified", that is, those candidates who are determined to be capable of superior (highly successful) performance in the job to be filled. Candidates who are qualified, but not highly qualified, are simply qualified and may not be

referred under competitive procedures unless all reasonable areas of search inside and outside the Army have been exhausted without obtaining any highly qualified candidates.

(b) Notices of rating will be dispatched from the CPAC within five (5) working days after the rating process has been completed.

c. Qualification standards. The OPM standards constitute the minimum qualification requirements for positions filled under this Article. Every candidate who meets or exceeds the applicable minimum standard is considered basically eligible for the position. Any candidate who does not meet the minimum requirements for the position is ineligible for further consideration for the position being filled. The OPM's minimum standards for all general schedule (GS) positions are contained in the Qualification Standards Handbook. Copies of these standards are maintained on file in the CPAC and are available for review by all candidates. When local vacancy announcements are issued to locate candidates for competitive placement, the announcements will include either a summary of the applicable minimum standards to be used or identify it specifically for Employee reference purposes.

d. Selective placement factors. In some instances, a particular job or job environment will necessitate an additional basic, or minimum, qualification requirement that must be met if minimum satisfactory performance is to result. For example, in some jobs the incumbents will be able to perform the required duties and responsibilities only if they are fluent in a language other than English or willing to travel by airplane. These additional, absolute essential requirements, are referred to as "selective placement factors". There must be documented justification on file of their relationship to the actual duties of the specific job to be filled. When "selective placement factors" are identified and are approved as essential by the CPAC, the factors become part of the minimum requirements for basic eligibility. Candidates who do not meet the established selective placement factors will be ineligible for the specific position to be filled even though they do meet the OPM minimum standards.

e. Job-related criteria. The "rating" process is based on a comparison of the "eligible" candidates' qualifications against a set of "job-related criteria" that have been predetermined for the specific job or type of job to be filled. These "job related criteria" go beyond the minimum standards for "eligibility" and are expressed in terms of the specific knowledge, skills, and abilities (KSAs), that both (1) must be brought to the job, and (2) if possessed to a high degree will distinguish the likely superior (highly successful) performers from those who are likely to be only adequate (or merely satisfactory).

f. Job analysis. The job-related criteria will be identified through actual analysis or study of the job duties and responsibilities. The job analysis as well as the criteria developed may cover a single position, a group of positions, or related occupations having common characteristics and no critical difference in duties and responsibilities.

(1) Job analysis at this installation should be a cooperative effort involving managers and technically qualified specialist in the occupation of the position to be filled. A personnel staffing specialist will provide assistance and monitor job analysis sessions.

(a) A position classification specialist will assist in the job analysis or review the results of the sessions for general conformance with current job classification and grading standards.

(b) In some instances, the supervisor/selecting official of the vacancy may be the only locally available subject matter specialist in the occupation who is at a grade level equal to or above that

of the vacancy. He/she may be called upon to participate in job analysis along with a qualified CPAC representative(s).

(2) Job analysis will be concerned with identifying KSAs that will distinguish highly successful performers.

(3) All available information relevant to the job requirements will be reviewed. The critical job duties and the KSA related to performance of those duties will be outlined and recorded. In addition, there will be documentation to reflect the decisions as to which of the KSAs must be brought to the job and will distinguish the highly successful performers.

g. The Crediting Plan. The Crediting Plan will be used to improve the consistency and objectivity of the rating process. Crediting Plans will list each of the KSA elements or factors that comprise the job-related criteria for the job covered and will include, as a minimum, a description of the highly qualifying level of each KSA.

(1) Once developed, a Crediting Plan for a specific job, or for specific types of similar jobs, becomes a permanent guide for raters to use in evaluating candidates for these jobs. Each Crediting Plan, however, will be reviewed for adequacy each time it is proposed to cover another job under that plan as well as each time before the plan is used in the rating process.

(2) If a job has unique duties or responsibilities that will require evaluation of knowledge, skill, or ability not already included in the existing crediting plan, the plan will be adjusted for that particular job or a separate Crediting Plan will be developed. The decision to adjust an existing Crediting Plan or establish a new plan will be documented in the required placement records.

h. Rating instruments. In determining which eligible candidates are highly qualified, "rating instruments" provide evidence of the present amount of KSAs possessed by candidates. The instruments listed below will be used when appropriate and required by the applicable Crediting Plan.

(1) Supplemental qualification statements. Self-rating forms may be an additional instrument used in obtaining the candidates' evaluation of their current level of qualification of the KSA. The supplemental forms will be designed to elicit from candidates (generally without requiring a high degree of writing ability) specific information related to the KSA described in applicable Crediting Plans.

(2) Structured interviews. Structured interviews will be used for any position when job analysis determines that an interview is an effective instrument for measuring one or more of the KSAs in the job-related criteria. If any candidates are outside of the commuting area and are not available for on-site interview, the Civilian Personnel Advisory Center will arrange for administration of the structured interview by an Army activity in the candidate's commuting area. If this is not feasible, the candidate will be interviewed by telephone and/or asked to submit a supplementary written questionnaire response. Prospective interviewers will be provided training by the CPAC, which also will assure compliance with Privacy Act provisions. The interviewers shall meet the following requirements: (a) not be from the candidate's immediate work area if other sources are available; (b) the selected interviewers will be selected from the federal civilian work force unless the situation dictates otherwise.

i. Information sources. In evaluating "eligible" candidates against the job-related criteria described in established Crediting Plans, raters will consider all other available information in candidates' background that is relevant to possession of the required knowledge, skills, and abilities, including:

(1) Work history (experience). Job-relevant information concerning candidate's work history will be obtained primarily from review of the application. Supplemental qualification statements may be used on an optional basis where additional information is needed on KSA. Each candidate's work history will be reviewed for the purpose of determining what the outcomes were, i.e., what degree of the required KSA has resulted. The amount, or length, of relevant work experience a candidate has had, as well as the candidate's rate of progression in the same or related fields, may be important in determining that he/she has had sufficient opportunity to develop the degree of KSA needed for the job and, therefore, may be considered by raters, especially when direct qualitative information is not conclusive. However, length of experience, or length of service, per se, will not themselves be criteria factors in the rating process. The Official Personnel Folder may be reviewed to clarify questionable experience or education.

(2) Education, training, self-development. (From the OPF as needed, Personal Qualifications Statement (SF-171), Supplemental Qualifications Statements and/or its resume equivalent.) Candidates' education, training, self-development, and outside activities will be considered relevant to performance in the job to be filled. Education may be considered also if it clearly provides evidence of learning ability essential for bona fide trainee positions. Amounts of education/training, per se, will not themselves be criteria factors in the "rating" process unless there is documented evidence available (certified as relevant and valid by professional personnel management specialist) that demonstrates a clear and positive relationship between amounts of education/training and possession of higher levels of KSAs.

(3) Awards/official recognition. (From Personal Qualifications Statement (SF-171), OPF, resume, and/or Supplemental Qualification Statements). Awards and other Employee recognition will be considered in the rating process. Evidence of awards/official recognition will be submitted upon request.

j. Rating methods. In rating candidates for position vacancies, either of two methods may be used—the "global or multiple judgment" method or the "point rating" method. The Crediting Plan will identify which method is appropriate for the specific job.

(1) Under the "global or multiple judgment" method, candidates will be placed in one or two categories—"Highly Qualified" or "Qualified"—based upon the rater's overall (or global) judgment of how well each candidate's qualifications meet or exceed the job-related criteria. Any scores (points) considered during the rating process, including any scores on individual rating instruments or assigned to individual job elements (KSA), are used only as guides by the raters rather than as automatic determinants of the final rating category. Normally, this rating method will require the judgment of a group (usually three) of raters; however, personnel staffing specialists may serve as the sole rater.

(2) Under the "point rating" method, the individual KSA scores do determine the final rating; that is, whether the candidate is/is not "highly qualified". A Crediting Plan may require that to be "highly qualified" for a specific position covered, a candidate must score at least three (3) points on each of the KSA factors in the job-related criteria. Some Crediting Plans may require that candidates receive an average of three (3) points on all the factors (provided it was determined during job analysis that scores

below "3" on some KSA factors could be made up for (compensated) by scores above three (3) on other factors. Other Crediting Plans may require that candidates score four (4) points on one or more elements to be rated "highly qualified".

k. Rating procedures.

(1) Multiple raters (panels). Multiple raters (i.e., panels) will normally be used to rate candidates when filling positions under the competitive procedures; however, personnel staffing specialists may serve as a single rater. When panels are used, they should consist of at least three members. These panels should include a mixture of race and gender when possible.

(2) Rater qualifications:

(a) Whenever subject matter specialists familiar with the occupation of the position to be filled are used as raters, personnel staffing specialists will serve as advisors regarding merit principles and requirements. Raters shall not rate candidates on personal knowledge but rather on written documentation.

(b) A prospective selecting official will not participate in rating for his/her vacancies, unless that official is the only person in the work force who meets the rater qualification requirements of (1) and (2) above. When a selecting official is used as a rater, the personnel staffing specialist will assure that the rating criteria established and the rating decisions made are related to the actual job duties and responsibilities and are not designed to favor or provide preferential treatment to any candidate(s). The staffing specialist will assure that the respective union president or designated representative is notified.

1. The rating of applications shall be performed only by persons designated by management, or by properly designated rating panels of occupational experts designated by management.

m. Protection against compromise. Since candidates having knowledge of crediting plans, scoring keys, and other evaluation materials would have an unfair advantage in placement considerations, all candidate evaluation materials not specifically identified for use and/or access to candidates is treated as if it were FOR OFFICIAL USE ONLY, and is normally available only to appropriate management officials and union representatives who demonstrate a particularized need. Any person subject to this placement plan who divulges such information, except to those entitled to it, will be subject to appropriate disciplinary action.

n. Suspension of competitive action. The following occurrences will lead to suspension of the competitive action in process.

(1) Changes in basic qualification requirements or job-related criteria after recruitment action has begun (e.g., vacancy announcement published).

(2) Re-appraisals of candidates to change initial ratings.

(3) Compromise of evaluation information.

(4) Discovery of candidates who must be given noncompetitive consideration after competitive procedures have been initiated.

(5) Manpower or funding restrictions imposed before the selecting official has committed the final discretionary action of selecting a candidate.

(6) Increases or reductions in the number of positions to be filled, when such changes affect the conditions under which the current placement action is being taken.

(7) Discovery that a procedural, regulatory, or program violation has been committed.

(8) Last minute additions to referral listing.

SECTION 7. REFERRAL:

a. General. All promotional candidates determined to be highly qualified under Job Opportunity Announcement for any position vacancy will be referred to the selecting official on a DA Form 2600 Referral and Selection Register. The parties agree that the Employer will utilize, to the maximum extent possible, the skills, and talents of its Employees. Therefore, consideration will be given in filling vacant positions to Fort Rucker Employees.

b. The referral and selection register.

(1) Referral and selection registers contain the alphabetical listing of the names of the candidates for a specific vacancy.

(2) Information concerning referred candidates' work history, training and education, awards received and supervisory appraisal data (including any Employee comments on the appraisals) will be made available to selecting officials by the personnel staffing specialist responsible for the referral. Official Personnel Folder may be reviewed only within the confines of the CPAC and selecting official may not divulge any of the information to unauthorized persons. Violations of this provision may be the basis for disciplinary action.

(3) Referral of noncompetitive eligibles. Candidates who are eligible for noncompetitive consideration (e.g., reassignment, demotion, promotion, transfer, reinstatement to a position having promotion potential no greater than a position the Employee currently holds or previously held on a permanent basis in the competitive service, and special hiring programs such as handicapped, DAV, and VRA eligibles) may be referred prior to the completion of the evaluation process of the promotional candidates. The selecting official may make a selection from the noncompetitive list of eligibles prior to receipt of the highly qualified promotional eligibles. If preferred, the selecting official may hold the noncompetitive list of eligibles until he receives the referral of the names of the highly qualified promotional candidates. A selection may be made from either the noncompetitive (basically qualified) or the competitive (highly qualified) list of eligibles.

c. Special consideration referral. Employees entitled to noncompetitive consideration because of failure to receive proper consideration or other reasons outlined in Section 13 will be referred on separate selection register before regular competitive and noncompetitive candidates are considered. A

special consideration referral will be considered and handled as a full referral even though it may contain only one name.

SECTION 8. SELECTION AND RELEASE:

a. General. The selecting official is entitled to select any candidate referred to him/her on a Referral and Selection Register. The official must base his/her selection on merit/job related factors, to include the affirmative action goals of this installation.

b. Selection:

(1) The selecting official must identify on the Referral and Selection Register the candidate selected and assure that the selection was based solely on job-related criteria. The selecting official must state, in detail, the reasons for his/her selection. When the vacant position is identified in an approved Affirmative Action Plan or Federal Equal Opportunity Recruitment Program as one in a series and grade in an underrepresented category, then race, sex, or national origin may be considered as one factor in the selection process, but not the sole or deciding factor. Any consideration of race, sex, or national origin must be a part of the selecting official's total evaluation process and not be used merely to break ties or add points.

(2) Management, at its discretion, may decide not to fill a vacancy even after receiving a properly developed Referral and Selection Register. If a selection is not made from the referral list, it will be returned to the Civilian Personnel Advisory Center with written justification forwarded through the organization director. The Civilian Personnel Advisory Center will review the documentation and determine if the failure to make a selection is supportable on merit grounds. If not supportable, the CPAC will advise the appropriate staff/director of the non-selection and recommend that selecting official make a selection or that selection be made by next appropriate official. If not supportable and the selecting official refuses to make a selection, the request for recruitment will be returned and may not be resubmitted for a period of at least six months, unless an exception is approved by the activity commander. In no instance will selections be referred or delayed solely to circumvent the requirements of this Article, the Federal Merit Promotion Program, Fort Rucker's Affirmative Action and FEORP Plans. All referral and selection registers will be issued with an expiration date of seven (7) calendar days from date of issue. Referral and selection registers will not be valid after the expiration date unless an extension is approved by CPAC.

(3) Personal or telephonic interviews of referred candidates may be used. Interview arrangements will be made by managers with the assistance of the CPAC when necessary. Interviews should be conducted in accordance with all merit and EEO principles. If interviews are conducted, a minimum of three (3) of the referred candidates will be interviewed. Selecting officials will not give a written, performance, or job knowledge test to assist in making selection, since job-related tests must be included in the candidate evaluation process if used. Selecting officials may seek the advice or recommendations of other federal civilian Employees at or above the level of the position to be filled. The selecting official may not delegate selection authority and must make the selection based solely on job-related criteria.

(4) Review. Each selection made will be tentative pending final approval of referral audit by CPAC and EEO in cases of under representation and any required pre-employment investigation by the CPAC/EEO. Selecting officials are required to evaluate and select candidates based solely on the

job-related criteria and remain obligated to state these criteria and merit based reasons for their selection in response to a charge(s) of discrimination and/or claim of a prohibited personnel practice.

c. Release. When selection will result in relocation of the candidate within or between organizations covered by the Article, arrangements for a release date will be made by the servicing CPAC in coordination with the supervisory officials concerned. Employees covered by this Article normally will be released to report to their new position no later than the beginning of the first pay period following fourteen (14) days from notification of selection by the CPAC. Any proposed deviations from this practice will be worked out between the supervisors involved. In no case will release of an Employee of this installation be accomplished later than thirty (30) days after final selection.

d. Notification. The CPAC will notify the successful candidate and his/her supervisor as soon as possible after receipt of the referral and selection register from the selecting official. Since selection is "final" once all decisions within management's discretionary authority have been made and only administrative actions remain to be completed, the CPAC will make this notification within five (5) work days following receipt of the completed register from the selecting official. Non-selected candidates will be notified within five (5) work days in writing after contact is made with the selected candidate.

e. Meeting requirements.

(1) The servicing CPOC will be responsible for assuring that all legal and regulatory requirements are met before a promotion is affected.

(2) Applicants who will not meet the time-in-grade requirements for the grade level of the vacancy within thirty (30) days after the date of issuance of the referral and selection register will be considered ineligible.

SECTION 9. PLACEMENT RECORDS/REVIEW CORRECTIVE ACTION:

a. Records. Placement records will be subject to review by internal evaluation methods by higher authority, including the Office of Personnel Management (OPM). Records required by this Article and other applicable regulations will be used to document fully all placement actions. The records will be used for such purposes as (a) evaluating the placement program, (b) providing assurance and evidence that placement actions are being made in accordance with established merit principles and procedures, and (c) responding to questions about the placement program or specific actions.

b. Review. Sufficient documentation will be available within the placement records to provide a clear audit trail and permit complete reconstruction of any action. All completed actions, including documentation, will be reviewed to assure that procedural and regulatory requirements have been met. Regular internal regulatory audits will be conducted by the CPAC. Scheduled command, Department of the Army (DA), or Office of Personnel Management surveys, as well as individual complaints or grievances, may also lead to review of placement actions.

c. Corrective actions. When violations are identified as a result of any review of placement actions, appropriate corrective action will be taken in accordance with provisions of Section 15 of this Article. When adverse trends are identified, such as long term failure to locate, refer, or select available highly

qualified minority or female candidates for certain positions or organizations, all possible actions will be taken to remove any unnecessary or non job-related barriers.

d. Placement records data. For each competitive action processed under this Article, the JOA folder will contain the following documents and information:

(1) Cover Sheet: The Job Opportunity Announcement (JOA) folder cover sheet shall reflect the following items:

- (a) Copy of the JOA.
- (b) Copy of all referrals.
- (c) Copy of Crediting Plan.
- (d) Rating forms.
- (e) Memorandums for record (MFRS) depicting action taken.

(2) Cover sheet for respective ratings. For each rating (highly qualified, qualified, and ineligible), a cover sheet shall be maintained containing the names (in alphabetical order) of all persons receiving this rating.

(3) Referral and selection register. The selecting official shall state in detail, the reason(s) for his/her selection.

(4) Explanation for Crediting Plan. Each JOA folder shall contain a statement, prepared by the personnel staffing specialist, justifying and explaining the job elements and highly qualifying criteria selected, the weight given each element, the rating elements and methods use, etc. The statement shall include all source materials, all persons consulted, etc.

(5) Identification of specific position filled, including organization and geographic location.

(6) Description of duties.

(7) Minimum qualification standard, including any selective placement factors that apply.

(8) Crediting Plan describing the job-related criteria and rating/ranking methods used.

(9) Minimum area of consideration and any extended areas.

(10) Method(s) used to locate eligible candidates, e.g., vacancy announcements or skills file search. Copies of any vacancy announcements or paid advertising materials used will be included.

(11) Description of concurrent consideration sources (if applicable) and consideration of Army voluntary applicants. Copies of any documents, e.g., OPM certificates verifying concurrent consideration will be included.

(12) Names of all candidates considered.

(13) Qualification determinations on each candidate, including copies of information used, e.g., supervisory appraisals, test scores, etc., in making determinations.

(14) Identification by names; position title, series, and grade; and organization location of persons involved in the evaluating of candidate qualification.

SECTION 10. EMPLOYEE COMPLAINTS AND GRIEVANCES:

a. General provisions. Management and/or the servicing CPAC, as appropriate, will be fully responsive to any Employee questions or complaints regarding the general operation of this Merit Placement Program or specific placement action. Every effort will be made to resolve questions/complaints on an informal basis.

b. Grievance procedures. If a candidate believes that the provisions of this Merit Placement Plan were not followed in filling a particular position, or that his/her qualifications were not correctly evaluated, he/she may file a grievance in accordance with the negotiated grievance procedures. Bargaining Unit Employees dissatisfied with a rating received as a result of filing for consideration under a JOA may file a grievance under the negotiated grievance procedure at the second step. The second step procedure will consist of rating official(s) and union designated representatives who will meet to review and make necessary adjustments, if any, within the time frame outlined in the grievance procedure. Effort will be made to resolve the complaint in an expeditious manner so as to eliminate lost consideration to the maximum extent possible.

c. Non-grievable matters. Employee grievances based solely on non-selection from a properly developed register of candidates will not be accepted unless it is claimed that the non-selection was due to discrimination, favoritism, nepotism, or other non-merit factors.

SECTION 11. RELATIONS WITH EMPLOYEES AND EMPLOYEE ORGANIZATIONS:

a. Information to Employees – General. In addition to this Article, general information regarding the Federal Merit Promotion Program will be published in special announcements, articles, and guidance regarding the program whenever there are changes directed by higher authority or when program review shows that more Employee information is desirable. Appropriate vacancy announcements also will identify any new material of a general nature. Employees also may request general information from their supervisors, who either will provide all appropriate information or arrange for Employees to obtain such information from the CPAC.

b. Information to Employees – Specific.

(1) The following information about specific placement actions will be furnished, upon request, to any candidate considered under a vacancy announcement:

(a) Whether the Employee received consideration.

(b) Whether the Employee was found to be basically eligible.

- (c) Whether the Employee was determined to be "highly qualified".
- (d) Whether the Employee was among the group from which selection was made.
- (e) Who was selected, by name.

(2) Upon request of an Employee/candidate who was not referred, he/she may, as necessary, obtain from the CPAC, or his/her designee, information regarding the areas in which the Employee needs to improve in order to increase future competitive opportunities.

c. Relationship with Employee organizations. The CPAC has been designated as the Commander's representative for conducting business with recognized Employee organizations and to seek their views regarding this Article.

d. Management responsibilities.

(1) Management will provide information to Employees regarding:

- (a) Basic merit system principles and policies.
- (b) The procedures outlined in this Article.
- (c) Specific short- and long-range promotional opportunities available.
- (d) How to apply for consideration for higher-level vacancies.
- (e) What to do to improve one's chances for promotion.
- (f) Answers Employee's questions, to extent possible, concerning application forms.
- (g) EEO, Affirmative Action Program, and FEORP consideration.
- (h) Requirements for successful performance.

(2) The counseling will be accomplished at least once annually, generally during performance appraisal discussions, and more often on an individual basis as appropriate. Management will inform Employees that information about promotional and career development opportunities is to be publicized by vacancy announcements. Management will also offer to file applications for their Employees upon written request, when the Employees are absent in an official capacity. Management will make sure that vacancy announcements are read to those who cannot see or read. Employees should be counseled regarding the limitations of this Merit Placement Plan Article; it does not guarantee a promotion for every Employee, but does assure all Employees fair and equitable opportunity for consideration.

SECTION 12. COMPETITIVE DETAILS AND TEMPORARY PROMOTIONS:

a. A detail is the temporary assignment of an Employee to a different position or set of duties for a specified period with the Employee returning to his/her regular duties at the end of the detail. The

Employee does not have to meet the OPM qualification requirements and there is no change in the Employee's salary.

b. Care should be taken to avoid prolonged details to duties outside the Employee's current job description, since this practice defeats the purpose of a sound classification program and frequently lowers Employee morale. Managers should also avoid extended details (over 30 days) to positions for which Employees do not meet OPM qualification requirements, since this raises false hopes/expectations and leads to Employee dissatisfaction.

c. An Employee may be non-competitively detailed to another established position at the same or lower grade for an initial maximum period of 120 days. Extensions may be made in 120-day increments up to one (1) year in cases where there is clearly a need. Extensions of details to the same or lower-graded, established positions beyond one (1) year requires prior approval by the directorate level official of the organization.

d. An Employee should not be detailed to perform work of a higher grade level, except for brief periods, unless there are compelling reasons for doing so. If qualified, an Employee will be temporarily promoted in lieu of a detail to a higher grade if the assignment is for more than thirty (30) days (see 12b). If the Employee does not meet the criteria for a temporary promotion, he/she may be noncompetitively detailed to a higher position or to a position with known promotion potential for a period of up to 120 days. Details which will extend beyond 120 days must be accomplished under the competitive procedures of this article. Once it is known that a detail will extend beyond 120 days (including a succession of details and noncompetitive temporary promotions which total 120 days during the last 12 months), the CPAC must be notified as soon as possible so appropriate action can be taken.

e. Temporary promotions.

(1) An Employee who is eligible (meets OPM qualification requirements as well as any selective placement factors and time-in-grade requirements) may be noncompetitively promoted to perform the duties of a higher graded position for a maximum of 120 days in any 12-month period. Competitive procedures must be used for temporary promotions over 120 days in higher graded positions. Prior service under all details and temporary promotions, whether competitive or noncompetitive, must be counted during the preceding 12 months.

(2) In cases of operational necessity only, the area of consideration for competitive detail/temporary promotions may be narrower than for permanent placement. Justification for use of a narrowed area will be documented fully in placement records by the servicing CPAC.

(3) If the area of consideration for a competitive detail/temporary promotion was narrower than required for normal permanent placement, full competitive procedures will apply if the position is later filled on a permanent basis.

(4) A temporary assignment to a higher graded position may be accomplished by a temporary promotion when —

- (a) The need for a temporary replacement is expected to last more than 30 days.

(b) There are no immediately available priority placement candidates in Categories 1 or 2 willing to accept temporary placement.

(c) The selectee will be required to fully assume the grade controlling duties and responsibilities of the higher grade position. A management official over the vacancy must certify in writing that the temporary assignee will assume the full scope of the grade controlling duties and thereby warrant pay at the higher grade.

(d) The Employee meets the minimum OPM qualification standards for the position.

f. All individuals to be temporarily promoted either competitively or non-competitively will be advised in advance of the temporary nature of the action and all conditions relating to it, including the expected duration. Also, it will be made clear that management, at its discretion, may terminate a temporary promotion at any time prior to the expected termination date.

g. Temporary promotions will not be used for training or job try-out purposes.

h. Temporary promotions do not confer later eligibility for special re-promotion consideration.

i. Details in excess of thirty (30) days, and temporary promotions regardless of their duration, will be processed on a SF-52. CPAC shall be responsible for monitoring all such actions.

SECTION 13. SPECIAL CONSIDERATION:

a. Priority – Consideration. Employees who are re-promotion eligibles or who did not receive proper consideration in a previous promotion action will be accorded special consideration before regular competitive or non-competitive candidates are referred, as shown in Section 14. If there is more than one Employee entitled to special consideration in the same series, they will be referred together. If it is determined either that an Employee was improperly denied inclusion on a selection roster, in a placement action under this Article, or was not selected solely because of non-merit factors, and the erroneous selection is allowed to stand under authority provided in OPM regulations, the Employee will be accorded one special, automatic consideration for the "next appropriate vacancy" to make up for the consideration lost. The "next appropriate vacancy" is the next vacancy that occurs in the series specified in writing, by the Employee, for which the Employee would be rated qualified. An Employee may specify not more than three series under this provision. Candidates will be referred once for each consideration lost. If Employees who did not receive proper consideration in a previous placement action are referred and the referral is not used, a detailed explanation of the reasons for nonuse is required. If nonuse of the referral is justified, other eligibles may be referred.

b. Repromotion Program:

(1) General.

(a) Placement actions under this program are subject to DoD 1400.20, Policies, Procedures and Programs Manual for DoD Program for Stability of Civilian Employment. The re-promotion program provides positive placement assistance to Employees receiving grade or pay retention benefits due to involuntary placement in lower graded positions under circumstances not

involving personal cause. The objective of the program is to place Employees into positions with responsibilities commensurate with their qualifications and pay.

(b) Involuntary changes to lower grade under circumstances not involving personal cause occur for reasons such as RIF, application of new classification standards, correction of classification error, medical disqualification, and declination of functional transfer.

(c) Employee changed to lower grade involuntarily, without personal cause and who are receiving grade or pay retention benefits will be provided noncompetitive consideration for re-promotion to a grade no higher than that from which demoted and to any intervening grade for which qualified and interested.

(2) Re-promotion consideration. Re-promotion consideration will be provided on a noncompetitive basis as follows:

(a) Employees will be automatically registered in the re-promotion program by CPAC for the same series and grade from which demoted. Employees who believe they are eligible for re-promotion consideration for any other series must submit an application form and list of specific series for which consideration is desired. Employees are responsible for submitting up-to-date applications to CPAC for inclusion in the re-promotion program file.

(b) Employees whose experience and training background demonstrates they are at least "well qualified" for re-promotion to the vacancy will be referred as a mandatory re-promotion eligible. "Well qualified" means that the Employee has demonstrated that his/her performance in the job to be filled will be "fully satisfactory", that is, in the upper range between "satisfactory" and "superior". Employees who are "well qualified" will be referred ahead of those who are not. Selection from the "well qualified" referral is mandatory unless an exception is granted. All requests for exceptions will be submitted through the Civilian Personnel Advisory Center for the Chief of Staff's or designee's approval.

(c) If there are no "well qualified" re-promotion eligibles or if the Chief of Staff or designee approved the non-selection of the "well qualified" re-promotion eligibles on the mandatory re-promotion referral, other re-promotion eligibles who meet the OPM minimum qualification requirements will be referred. In this case, selection is not mandatory, and the only management documentation required is to show that the Employee did receive prior consideration for placement.

(3) Termination of re-promotion consideration. Special re-promotion consideration will cease upon the termination or expiration of grade or pay retention, or upon entry into a position with known promotion potential to a grade equal to or higher than the retained grade or re-promotion eligibility.

(a) Actions which will terminate grade or pay retention with the resultant removal of the Employee from re-promotion consideration are listed below:

1) Termination of grade retention. Grade retention is terminated if the Employee has a break in service of one (1) or more workdays, or is demoted for personal cause, at his/her

request, or is placed in or declines a reasonable offer of a position the grade of which is equal to or higher than the retained grade, or elects in writing to have the grade retention terminated.

2) Termination of pay retention. Pay retention is terminated if the Employee has a break in service of one (1) or more workdays, or is demoted for personal cause or at his/her request, or is placed in or declines a reasonable offer of a position for which the rate of basic pay is equal to or higher than that to which the Employee is assigned. Pay retention expires when the retained rate of pay is equaled or exceeded by a step rate of the reduced grade of the position to which the Employee is assigned.

(b) Pay retention expires when the retained rate of pay is equaled or exceeded by a step rate of the reduced grade of the position to which the Employee is assigned.

(c) Employees who enter into positions with known promotion potential to grades equal to or higher than their re-promotion eligibility will be removed from the DoD Priority Placement Program (if registered) as well as from local re-promotion consideration. Grade and pay retention benefits will continue until terminated by actions identified in 1(a) or 1(b) above.

SECTION 14. ORDER OF PLACEMENT CONSIDERATION:

(NOTE: The following types of placement actions and/or placement consideration must precede competitive consideration under this Article, given the normal order of priority, by type of action. In many cases, there are special exceptions provided in the governing OPM, DoD, or Army regulations which can change the order. In no case, however, can competition under this Article be higher than is indicated below. Career promotions are not included since the positions involved are already encumbered, are being filled noncompetitively and, therefore, do not constitute bona fide vacancies subject to the placement considerations above.)

- a. Statutory/regulatory/mandatory placements directed by higher authority.
- b. Noncompetitive reassignments directed by local management permitted under DoD Stability of Civilian Employment Program.
- c. Special consideration entitlement for re-promotion (see Section 2-1b).
- d. Special consideration after failure to receive proper consideration.
- e. Reassignments permitted under DoD Program for Stability of Civilian Employment.
- f. Priority consideration of priority 1 and 2 registrants in DoD Priority Placement Program.
- g. Noncompetitive and competitive placement consideration of current Department of Army Employees, including priority 3 military spouses from the DoD Priority Placement Program.
- h. Priority consideration of all other priority 3 registrants in the DoD Priority Placement Program.
- i. Other competitive actions.

SECTION 15. CORRECTIVE ACTIONS:

a. Immediate action will be taken to correct a violation since a number of individuals may have been involved, including the Employee erroneously placed, Employees not properly considered because of the violation, and/or management officials sanctioning the action. Correction of program deficiencies also may be in order. The nature and extent of actions to be taken must be determined on the basis of all the established facts in the case. Regard must also be given to the circumstances surrounding the violation, the ethical and legal rights of those concerned, and the best interests of the government.

b. When a violation has been alleged or discovered, the person placed will remain in the position until a determination is made as to what corrective actions will be taken, if any. The types of actions directed against individual officials, whether military or civilian, will be in full accordance with applicable personnel regulations.

c. Each type of violation—procedural, regulatory, or program—requires corrective action appropriate for that violation.

(1) A procedural violation occurs when a promotion action does not meet the requirements of this Article. If reconstruction of the action shows that the Employee selected could have been selected if proper procedures had been followed or if the jurisdictional office of the OPM approves, the Employee selected may remain in the position.

(2) A regulatory violation occurs when the promoted Employee did not satisfy legal and/or regulatory requirements for promotion, such as time-in-grade restrictions. The erroneously promoted Employee may be retained in the position only if they meet all requirements for promotion at the time of corrective action and if the jurisdictional office of the OPM gives approval.

(3) A program violation occurs if this installation's Article and promotion guidelines or practices do not conform to OPM or higher level requirements. In a program violation, an Employee generally may be retained in the position if there were no procedural or regulatory violations involved.

d. If the action taken to correct an erroneous promotion is to require that the position be vacated, all Employees who were not promoted or given proper consideration because of the violations will be considered for promotion to the vacated position before candidates under a new promotion or other placement action are considered. If the corrective action did not include vacating the position, Employees who were not promoted or given proper consideration because of the violation will be given priority consideration for the next appropriate vacancy before candidates under a new promotion or placement action are considered. Employees will be referred on the basis of the special consideration as an exception to competitive promotion procedures.

ARTICLE 33 ABANDONMENT OF POSITION

SECTION 1. FAILURE TO NOTIFY: The absence of an Employee coupled with the failure of the Employee to notify and request leave, in accordance with leave request procedures as outlined in the

Agreement, from their immediate supervisor or other management official for one (1) pay period, will be considered as abandonment of position and the Employee shall be considered to have resigned from his/her position with the Employer. The Employer agrees to attempt to contact the Employee, via telephone (if the Employee has a telephone), two (2) times and send a Certified letter to the Employee's address (as designated in the electronic personnel system) directing them to return to duty before the resignation personnel action will be processed.

SECTION 2. RECONSIDERATION: A former Employee may present evidence of unusual and compelling circumstances to their supervisor, or their designee, after an abandonment of position, personnel action has been processed. An Employee may have a Union Representative present at the meeting with their supervisor or designee.

ARTICLE 34

MEDICAL EXAMINATIONS

SECTION 1. GENERAL. The Union understands that Agencies are authorized to establish physical requirements for individual positions. The requirements must be clearly supported by the actual duties of the position and documented in the position description.

SECTION 2. AUTHORITY TO REQUIRE AN EXAMINATION. Subject to 5 CFR, 339.301, an agency may require an individual who has applied or occupies a position which has medical standards to report for a medical examination:

- a. Prior to appointment or selection.
- b. On a regularly recurring, periodic basis after appointment (Army required annual flight physicals and any additional follow up procedures are included in this requirement).
- c. Whenever there is a direct question about an employee's continued capacity to meet the physical or medical requirements of a position.

SECTION 3. PAYMENT FOR EXAMINATION. Agency will follow requirements under 5 CFR 339 and AR 40-501. Agency shall follow its established procedures for determining payments of medical examinations.

SECTION 4. REIMBURSABLES. All medical examinations required by the Agency under the statute shall be scheduled on duty time. Employees shall be reimbursed in accordance with applicable regulations.

ARTICLE 35

Recognition and Awards Program

SECTION 1. The Union may have one appointed representative on the Incentive Awards Committee.

SECTION 2. The Employer and the Union will urge all employees in the unit to participate in the Incentive Awards Program and strive to improve it.

SECTION 3. The Employer shall provide a report to the Union Representative or his/her designee on an annual basis for bargaining unit employees, identifying name and type of award. (annually, 1 April)

ARTICLE 36
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. GENERAL:

- a. It is the firm, positive and continuing policy of the Employer that all Employees are assured equal opportunity in employment matters. It is the intent of both parties to resolve EEO-complaints at the lowest possible level.
- b. Discrimination on the basis of race, religion, color, sex, age, national origin, or physical or mental disability and/or reprisal is prohibited.
- c. The parties recognize their mutual responsibilities and obligations and shall support concepts and affirmative approaches for making constructive contributions to the national goal of equality of opportunity.

SECTION 2. UNION INCLUSION:

- a. The president of the Union shall be a member of the Equal Employment Opportunity Advisory Committee or may designate an alternate representative.
- b. The parties agree to negotiate all EEO plans which apply to Employees covered by this agreement prior to implementation.
- c. Management will consider any nominations by the Union for potential Equal Employment Opportunity Counselors. The Employer agrees to provide initial training to each designated Union counselor. Official time will be granted for all subsequent training.

SECTION 3. UNION'S ROLE:

- a. In recognition of the Union's role as exclusive representative, the Employer agrees that Employees covered by this agreement will be informed of their right to process their complaint under appropriate EEO standard procedures found in 29 C.F.R. 1614 or under the negotiated grievance procedures outlined in Article 28.
- b. If an Employee covered by this agreement elects to process his/her complaint under the negotiated grievance procedure, the Union at the request of the bargaining unit member, shall have the right to be present during all communications between management and Employees..
- c. The Union shall be given notice of remedial or corrective action taken as a result of informal or formal resolution of EEO complaints involving Bargaining Unit Employees. The Union reserves the right to negotiate the settlement's impact on the bargaining unit.

ARTICLE 37
SAFETY, HEALTH AND WELFARE

SECTION 1. WORKING CONDITIONS: The Employer will, in accordance with applicable laws and regulations, exert every reasonable effort to provide and maintain safe working conditions and health protection for Employees. The Union will cooperate to that end and will encourage all Employees to work in a safe manner.

SECTION 2. EMPLOYEE SAFETY RESPONSIBILITY: Each Employee has a primary responsibility for their own safety and an obligation to know and observe safety rules and practices as a measure of protection for themselves and others. Suggestions from any individual Employee or Union which offer practical and economically feasible ways of improving safety conditions are encouraged.

SECTION 3. SAFETY AND HEALTH COUNCIL: It is agreed that a Fort Rucker Occupational Safety and Health Advisory Council will be maintained as presently provided for under the provisions of Fort Rucker Regulation 385-10.

SECTION 4. SAFETY REPORTING REQUIREMENTS: In the course of performing their normally assigned work, all Employees will be alert to observe unsafe practices with equipment and conditions as well as environmental conditions in their immediate area, which represent health hazards. When unsafe or unhealthy conditions are observed in any area, Employees or the Union should report them to the immediate Supervisor but may present the problem to the Aviation Branch Safety Office (ABSO) or directly to the installation level.

SECTION 5. ON-THE-JOB INJURY:

a. When an Employee sustains a traumatic on-the-job injury in the performance of duty, he/she will inform his/her immediate Supervisor as soon as possible. If the immediate Supervisor is not available, the injury will be reported to the next level of supervision. In the event of an on-the-job injury, the Employer will obtain, and as appropriate, provide emergency medical treatment and transportation. The Employer will notify the Union within a reasonable time (within 72 hours) of any reported "lost time" accidents or occupational illnesses which involve Bargaining Unit Employees. Consistent with the Privacy Act, such notification will include the name of the Bargaining Unit Employee, circumstances, and nature of injury sustained.

b. Following examination and/or treatment of an Employee who has reported to the clinic as a result of an occupational injury, determination will be made by the proper medical authority as to whether the Employee should be sent home or returned to work for full or light duty. Determination as to when the Employee is physically qualified to return to full duty will be made by an appropriately recognized medical authority.

c. All accidents, injuries or illnesses that occur in the workplace will be reported to their Supervisor. Supervisors will:

- (1) Supervisors will document the report (CA 1 or CA 2 will meet this requirement)

(2) Advise the Employee of the benefits available to them under the United States Employees Compensation Act of 7 September 1916, as amended. (Supervisors that are not familiar with these benefits will contact CPAC)

(3) Ensure the CA 1 or CA 2 is completed per regulation 20 C.F.R. Part 10

(4) If the Employee is hospitalized or incapacitated, the Supervisor will ensure the Employee has the opportunity to complete the CA 1 or CA 2 within the timelines.

d. Employees injured on the job will be provided emergency treatment at the appropriate medical facility; however, all Employees will be entitled to an initial free choice of physician upon completion of emergency treatment. An Employee who wishes to change physicians after the initial choice must contact Office of Workers Compensations' Programs (OWCP) in writing for approval and include the reasons for requesting the change. Employees will be assisted in the execution of the necessary forms in support of their claim for compensation by the Employer. All forms associated with claims for compensation will be processed expeditiously.

e. Employees injured in the performance of duties will be carried in a duty status with pay without charge to leave for the time required to obtain emergency treatment at the appropriate medical facility, to the extent that the time falls within the Employee's scheduled hours of work for that day.

f. Employees covered by this agreement will be provided medical care in accordance with all applicable laws, rules and regulations.

SECTION 6. PROTECTIVE CLOTHING & EQUIPMENT: The Employer will furnish protective clothing and equipment as required by applicable regulations, rules, laws and agreements for the performance of assigned work. The Union may recommend new protective clothing and equipment, and/or modifications to existing equipment for consideration by the Safety Director.

ARTICLE 38 **HEALTH BENEFIT PLAN**

Enrollment information and health plan benefits summaries will be issued to each new Employee during in-processing. Enrollment information and health plan benefits summaries will be made available to all Employees during each open season.

ARTICLE 39 **JOB SHARING**

SECTION 1. GENERAL:

a. Job sharing is a voluntary program that is a form of part-time employment in which the tours of duty of two (2) or more Employees are arranged in such a way as to cover a single full-time position. Any job sharing arrangement is subject to management approval, based on workload and mission requirements.

b. Although they share the duties of a full-time position, job sharers are considered to be individual part-time Employees for purposes of appointment, tour of duty, pay, classification, leave, holidays, benefits, position change, service credit, record keeping, reduction-in-force, adverse actions, grievances, and personnel ceilings.

SECTION 2. WORK SCHEDULES: Specific work schedules depend on the nature of the job and the needs of the office and the job sharing team. Almost any reasonable arrangement is possible if it meets the needs of the Supervisor and the job sharers. Scheduling should take advantage of the fact that two (2) people rather than one (1) are filling the job; these possibilities include overlapping time, split days, alternate days, split weeks, or working in different locations at the same time. Work schedules for job sharers can be from sixteen (16) to thirty-two (32) hours per week and can be varied in the same way as other part-time Employees. The amount of scheduled overlap time depends on the needs of the particular position.

SECTION 3. JOB SHARE REQUESTS: A proposal can come from a full-time Employee who wants to reduce work hours, from a team of job sharers, or from a Supervisor who wants to consider filling a vacancy with job sharers. When an Employee's request for part-time cannot be accommodated because of the need for full-time coverage, job sharing may well be an option.

ARTICLE 40 **FURLOUGH**

SECTION 1. DEFINITION / GUIDANCE: A furlough is the placing of an Employee in a temporary non-duty, non-pay status because of lack of work or funds, or other non-disciplinary reasons. For most Employees, there are two basic categories of furloughs, each involving different procedures. A furlough of thirty (30) calendar days or less is covered under 5 C.F.R, Part 752 - Adverse Actions Procedures. A furlough of more than thirty (30) calendar days is covered under 5 C.F.R., Part 351 - Reduction-in-Force procedures.

SECTION 2. IMPACT & IMPLEMENTATION: Management agrees to notify the Union of an impending furlough in a timely manner.

SECTION 3. COMMUNICATION WITH EMPLOYEES:

a. A furlough may affect any Employee and therefore, it is not possible for an Employee to be exempted from all furloughs. Employees will be notified of an impending furlough as soon as management is informed. Employees on furlough are advised they are not permitted to work or volunteer to work in accordance with OPM guidelines. However, they may be recalled to work by the Employer and taken off furlough status.

b. A telephone hot-line shall be established for Employees with information on the furlough. The Employer shall make all reasonable efforts to directly contact each Employee to notify them of termination of the furlough.

ARTICLE 41
WITHIN-GRADE INCREASES

SECTION 1. GUIDANCE: The decision as to whether to grant or withhold a within-grade increase (WIGI) will be made in accordance with applicable federal laws, rules and regulations (5 U.S.C. § 5335).

SECTION 2. EMPLOYEE RIGHTS: Employees in the bargaining unit may be represented by the Union at any stage of the process.

SECTION 3. ACCEPTABLE LEVEL OF COMPETENCE:

a. In order to receive a WIGI, an Employee's most recent appraisal must show that the Employee's performance of duties and responsibilities is at an acceptable level of competence (fully successful or better); otherwise, a decision to grant an increase must be justified in writing by the Supervisor. A WIGI will be denied if the Employee's current performance, with respect to any critical element, is unacceptable.

b. A level of competence determination shall be communicated to an Employee in writing as soon as possible after the completion of the waiting period or other period upon which it was based.

c. A new determination shall be made at the time the Employee's performance reaches an acceptable level of competence, but in no event later than fifty-two (52) calendar weeks from the end of the waiting period to which the negative determination applies.

SECTION 4. RECONSIDERATION: The written notification to the Employee shall set forth the reasons for the negative determination, their right to request reconsideration of the negative determination, and the time limit for requesting reconsideration. An Employee must request reconsideration in writing within fifteen (15) calendar days of notification. After reconsideration, the Employee shall be informed in writing within thirty (30) calendar days. If the denial of the WIGI is sustained, the Employee will be informed the right to appeal the action.

ARTICLE 42
GENERAL WORKING CONDITIONS AND EMPLOYEE SERVICES

SECTION 1. GENERAL:

a. The Employer will make every reasonable effort to provide and maintain satisfactory, sanitary facilities, to include pest control, separate restrooms and break areas where space is available.

b. Repair to lighting, heating and sanitary facilities will be on a priority basis.

c. The Employer will provide a refrigerator and if possible microwave oven in each work area if considered essential to the morale and efficiency of the Employees.

SECTION 2. OFFICE TEMPERATURES: General office space temperatures will be maintained in accordance with Army energy use policy. In situations where appropriate conditions cannot be maintained (temperatures below 65° or above 85° Fahrenheit), the Employee(s) may be moved to an appropriate environment and/or released in accordance with applicable laws, rules and regulations. Supervisors will consider other mitigating measures, e.g. more frequent breaks based on mission requirements.

SECTION 3. CHANGES IN PARKING POLICY: Use of parking spaces will be in accordance with Command policy. Any changes (outside of Fort Rucker Regulation 190-5) to these policies will be negotiated with the Union prior to implementation.

SECTION 4. HANDICAPPED PARKING: The Employer will provide handicapped parking as outlined in Americans with Disabilities Act (ADA).

SECTION 5. OFFICE SPACE: Ideally, all private offices square footage will be in accordance with AR 405-70.

SECTION 6. CHILDCARE AVAILABILITY: Childcare facilities will be available in accordance with AR 608-10. Federal Employees are authorized to utilize the installation childcare facilities.

ARTICLE 43

EFFECTIVE DATE, DURATION, AND CHANGES TO AGREEMENT

SECTION 1. DURATION: This Agreement shall remain in full force and effect for a period of five (5) years from the date of its approval, and from year to year thereafter, unless either party shall notify the other in writing at least sixty (60) calendar days, but no more than one-hundred five (105) calendar days prior to the anniversary date of its desire to modify or terminate this Agreement. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under 5 U.S.C. Chapter 71 and Title VII Public Law 95-454. Unless otherwise agreed by the parties, negotiations on a new Agreement shall convene not more than ninety (90) nor less than sixty (60) days prior to the expiration date of this Agreement.

SECTION 2. AMENDMENTS: This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

a. Amendment(s) 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 requirements of such laws or executive orders. Such amendment(s) as agreed to will be duly executed by the parties.

b. It may be opened for amendment(s) by the mutual consent of both parties at any time. Requests for such amendment(s) by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendments to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed by the parties. Such amendment(s) as agreed to will be duly executed by the parties.

APPENDICES

PAGE #:

A. Record of Union Representative (Official) Time Usage

A-1

B. Grievance Form

B-1

APPENDIX A

Terms and Definitions

BA – Contract Negotiations - Including time spent with FMCS and FSIP, on FLRA negotiability dispute proceedings, and in preparation for negotiation. Basic, Renegotiation or Reopener Negotiations.

BD - Labor/Management Relations – Including labor- management committees, consultations, OSHA walk-arounds, FLRA ULP and representation proceedings, labor relations training for Union reps under 5 U.S.C. 7120(a), formal and informal meetings, "Weingarten"-type meetings, preparation *for* meetings and any investigation/preparation time allowed by the negotiated agreement or controlling regulations.)

BK – Grievances and Appeals – Including serving as a witness to third-party proceedings and investigation/preparation time.

a. Grievances and Arbitration under the Negotiated Agreement

b. All other Grievances and Appeals (DA Grievance procedure, appeals to MSPB, EEO complaints, OSHA complaints and any other complaints and appellate processes.)

BB – Midterm Negotiations - All negotiations other than those covered by BA (Contract Negotiations), including formal negotiations over a proposed change in activity policy. Informal negotiations, and impact and implementation bargaining.