

COLLECTIVE
BARGAINING AGREEMENT
BETWEEN
DEPARTMENT OF THE ARMY
COMBINED ARMS CENTER AND
FORT LEAVENWORTH, KANSAS
AND
AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES,
AMERICAN FEDERATION OF LABOR –
CONGRESS OF INDUSTRIAL ORGANIZATIONS
LOCAL 738

CHAPTER 1. CONTEXT OF THE AGREEMENT

ARTICLE 1. PARTIES TO THE AGREEMENT

Section 1.0. This agreement is made and entered into by and between the U.S. Army Combined Arms Center (CAC) and Fort Leavenworth; U.S. Army TRADOC Analysis Center (TRAC at FLVN); U.S. Army Installation Management Command (IMCOM); Mission and Installation Contracting Command (MICC); U.S. Army Medical Command (MEDCOM); U.S. Army Corrections Command (ACC)/15th U.S. Army Military Police Brigade/Military Correctional Complex (USDB & JRCF); Network Enterprise Center (NEC); U.S. Army Force Management Support Agency (USAFMSA); and U.S. Army Logistics Readiness Center (LRC) at Fort Leavenworth, Kansas, herein after referred to as the Employer; and Local 738, American Federation of Government Employees (AFGE), American Federation of Labor- Congress of Industrial Organizations (AFL-CIO), herein after referred to as the Union. Both the Union and the Employer recognize that name changes to the above listed organizations shall not remove organizations from the bargaining unit.

ARTICLE 2. RECOGNITION AND UNIT DEFINITION

Section 1.0. As provided by certification, Case No. DE-RP-14-0026 dated 12 December 2014, the Employer recognizes the Union (AFGE, Local 738) as the exclusive representative for employees included in the certified bargaining unit.

Section 1.1. Employees included in the bargaining unit are all non-professional and professional Wage Grade (WG) and General Schedule (GS) Department of the Army civilian employees paid from Appropriated Funds, serviced by the Fort Leavenworth Civilian Personnel Advisory Center (CPAC), and whose duty station is Fort Leavenworth, under the jurisdiction of the: CAC and Fort Leavenworth, TRAC at FLVN, IMCOM, MICC, MEDCOM, ACC, NEC, USAFMSA, and LRC at Fort Leavenworth, Kansas.

Section 1.2. Employees excluded from the bargaining unit are all supervisors, management officials, managerial trainees, confidential employees, employees on time-limited appointments, employees engaged in Federal personnel work in other than a purely clerical capacity, and/or other employees described in 5 U.S.C. 7112(b).

Section 2.0. The CPAC Director is the principal point of contact for the Employer on labor-management relations matters. The CPAC Director is authorized to act for the Employer in the administration of this agreement.

ARTICLE 3. BASIC PROVISION OF AGREEMENT

Section 1.0. Through this agreement, the parties aim to promote and improve the efficient administration of the Federal service and well-being of employees; to establish a common understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment; and to provide the means for amicable discussion and adjustment of any matter of mutual interest at Fort Leavenworth, Kansas.

Section 2.0. This agreement constitutes a collective bargaining agreement between the Employer and the Union subject to all of the rules and regulations issued by the Office of Personnel Management (OPM), the Department of Defense (DOD), Headquarters, Department of the Army (HQDA), and intervening headquarters. This agreement supersedes the previous negotiated agreement between Department of the Army CAC & FT LVN, and AFGE AFL-CIO Local 738, dated 6 August 1989, with an effective date of 2 January 1990.

Section 3.0. References made about specific individuals/offices performing assigned work are for informational purposes only and may be changed as dictated by applicable laws or regulations. Nothing in this agreement shall abridge the right of the Employer to assign work.

Section 4.0. The parties agree approved interim changes to this agreement and any such supplemental agreement(s) will be effective until regularly scheduled negotiations are conducted.

ARTICLE 4. DURATION OF AGREEMENT

Section 1.0. This agreement shall be binding for a period of 5 years upon the effective date and shall automatically be renewed in 5-year increments thereafter.

Section 2.0. The contract may be renegotiated in any of the following cases:

- Either party at the 5-year anniversary can propose to open negotiations;
- By mutual agreement of both parties at any time; or
- Upon changes of any relevant law or regulation.

Section 3.0. A proposal by either party shall cite the reason for requesting a change to the contract, including pertinent law or regulation and the affected article of the agreement. If notice is received, the parties will begin negotiating ground rules within 90 calendar days from the date of receipt of the proposed changes. If negotiations are not requested, this agreement will remain in effect.

ARTICLE 5. DISTRIBUTION OF AGREEMENT

Section 1.0. The Employer agrees to ensure access to this agreement and supplements to all employees within the bargaining unit. The Employer will furnish the Union, on a one-time basis, 50 hard copies of the agreement and provide access to an electronic version.

Section 2.0. The Employer agrees to train supervisors and management officials on the contents of this agreement. The Union agrees to train its representatives and members on the contents of this agreement.

CHAPTER 2. BASIC RIGHTS

ARTICLE 6. EMPLOYEE RIGHTS

Section 1.0. Right to Unionism.

Section 1.1. Each employee has 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 rights. Except as otherwise provided in this agreement, such rights include the rights:

- 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.

Section 1.2. The Employer shall assure that no interference, restraint, coercion, or discrimination is practiced by management or supervisory personnel to encourage or discourage employee membership in the Union.

Section 2.0. Right to Representation.

Section 2.1. Permissive Release of Employees. The Employer and the Union desire employees to have access to Union guidance and advice. As such, upon an employee's request, a supervisor will permit an employee to contact a Union representative during working hours to discuss a problem or situation and to meet with a Union representative at either the worksite or the Union office. In accordance with (IAW) 5 USC 7131(d)(2) "the employee shall be granted official time in any amount the

agency and the exclusive representative involved agreed to be reasonable, necessary, and in the public interest.”

Section 2.2. Weingarten Rights. The employee has the right to be represented at any examination (i.e., questioning) of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the questioning may result in disciplinary action against the employee and the employee requests representation (5 USC 7114(a)(2) and (3)). If an employee requests a representative, no further questioning will take place until the representative is present. Once the employee exercises their right to representation, supervisors will proceed IAW the Weingarten rights. The Employer will inform employees, supervisors and managers on an annual basis of this right.

Section 2.3. Conditions of Employment.

Section 2.3.1. Consistent with 5 USC 7103(a)(14), employees have the right to expect the Employer to communicate directly with them regarding conditions of employment, (personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions), except that conditions of employment do not include policies, practices, and matters:

- Relating to political activities prohibited under 5 USC 73, Subchapter III;
- Relating to the classification of any position; or
- To the extent such matters are specifically provided for by Federal statute.

Section 2.3.2. All bargaining unit employees have the right to expect formal discussions regarding conditions of employment to include Union representation.

Section 2.3.3. Consistent with 5 USC 7114(a)(2)(A), as the exclusive representative of unit employees, the Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees or their representatives concerning any grievance, or any personnel policy or practices addressing general conditions of employment. The Employer will make every effort to give the Union sufficient advance notice to exercise its rights under this section. Normally sufficient advance notice will be defined as 5-10 business days unless exceptional circumstances prevent such advance notice. An employee has the right to expect that the Union representative will be acknowledged by the Agency at the start of such formal discussions. The Union's designated representative will be given the opportunity to ask questions relative to the matter being discussed on behalf of the employees.

Section 3.0. Personal Rights. IAW 5 USC 2301(b)(2), all employees should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.

Section 3.1. Managers, supervisors, Union officials and employees shall interact with each other in a professional manner and with courtesy, dignity, and respect.

Section 3.2. The employee has the right to expect privacy and discretion in discussions pertaining to conduct, performance, health, finance or family matters and any other personal matters. The supervisor may share personal information IAW applicable regulations and only with those individuals with an official need to know.

Section 3.3. Employees have the right to expect an orientation to their workplace, task expectations, safety, and staff personnel to enable successful performance of their responsibilities.

Section 3.4. Surveys. Employees have the right to expect that the Employer will not coerce employees to complete voluntary surveys. Surveys generated by the Employer will include the purpose and the level of confidentiality assigned to the data collected. Generally, an Employer-generated survey will not be designed to enable collected information to be linked to a specific employee.

Section 3.5. Personal Property.

Section 3.5.1. The employee has the right, upon request, to expect the Employer to provide lockable accommodations for the secure storage of appropriate personal belongings.

Section 3.5.2. The employee has the right to expect the Employer's assistance in the filing of a claim for reimbursement on loss, theft or damage of personal property, under 31 USC 3721. Forms will be made available at the Staff Judge Advocate Claims Office.

Section 3.5.3. An employee has the right to expect that their personal property (purse, coat, etc.) should not normally be searched unless:

- There is reason to suspect a violation of law, regulation, order or written policy; or
- It is part of a generally applied search.

Section 3.5.4. If the appropriate authority determines that a search of an employee's personal property, locker and/or other container provided for personal use is necessary, the employee should be given the opportunity to be present during the search.

Section 3.5.5. Nothing in this section shall interfere with or affect appropriate officials from determining and carrying out internal security procedures and/or carrying out criminal justice and administrative disciplinary responsibilities.

Section 3.6. An employee's decision to resign or retire, if eligible, shall be made freely and IAW prevailing regulations. If an employee is facing termination, the employee may resign, freely and IAW prevailing regulations any time prior to the effective date. The employee may request to withdraw his or her resignation prior to the effective date.

Section 3.7. The employee has the right to expect access to civilian personnel services provided by the Employer that may include individual counseling, elder care assistance, retirement materials, life and medical insurance counseling, Thrift Savings Plan training, etc.

Section 4.0. Personnel Records. Two personnel files will be maintained for each employee.

Section 4.1. The electronic Official Personnel File (eOPF) will be maintained IAW current OPM policies and regulations.

Section 4.2. The supervisor's working file is a confidential file to be kept in a secure area. The primary purpose is to maintain relevant information on employees, i.e., position descriptions, performance ratings and supporting documentation, prior discipline, awards, training, emergency contact information, etc.

Section 4.3. Employees have a right to see notes concerning performance or conduct and may review the contents of their supervisor's working file upon request. Any performance-related notes should be deleted at the completion of the annual performance appraisal unless performance is less than fully successful or the evaluation is being challenged.

Section 5.0. Timely and Accurate Compensation. Salary payments to civilian employees shall be made IAW the time and attendance reported and certified by the employee's supervisor. The Employer recognizes the importance of a timely and accurate pay system and therefore agrees to put the highest priority on ensuring employee pay is timely and accurate. Upon notification by the employee of improper payment or failure to pay, the Employer will take immediate steps to correct the action including allowing official duty time to be used for coordination with DOD finance officials.

Section 5.1. Salary underpayments to civilian employees should be corrected by making special payments to employees, that is, payments to employees other than through normal payroll processing.

Section 5.2. The primary guideline for making a special payment (for underpayment) is that the employee must have received less than 90% of his/her regular biweekly pay and allowances. The Fort Leavenworth Civilian Pay Customer Service Representative (CSR) is authorized to seek approval to waive the 90% rule under extenuating circumstances such as underpayments caused by deficiencies in the payroll system.

Section 5.3. All special payments will be made IAW DOD 7000.14-R, Financial Management Regulation (FMR), Volume 8, chapter 8, paragraph 080102.

Section 5.4. Employees who have received an underpayment should contact the CSR either by e-mail or by visiting the office; or request that the CSR file a Defense Department (DD) Form 592 (Payroll for Personal Services Certification and Summary) for requesting special payment.

Section 5.5. Employees that receive less than 90% of regular biweekly pay and allowances are entitled to the difference between what was paid and what should have been paid. The employee shall be responsible for any existing voluntary allotments that were not deducted during the previous processing.

Section 6.0. Whistleblower Protection. Employees have the right to expect protection under the Whistleblower Protection Act for the lawful disclosure of information regarding violation of any law, rule or regulation, gross mismanagement, gross waste of funds, abuse of authority, and substantial and specific danger to public health and safety. If an individual believes they have been the victim of reprisal under the Whistleblowers Protection Act, they can file a complaint with the Office of Special Counsel (5 USC 1213 and 5 USC 2302(b)(8)).

ARTICLE 7. MANAGEMENT RIGHTS AND OBLIGATIONS

Section 1.0. Purpose. IAW 5 USC 7106, the purpose of this article is to set forth management rights.

Section 2.0. Statutory Rights.

Section 2.1. Nothing in this agreement shall affect the authority of any management official to determine the mission, budget, organization, number of employees, and internal security practices of the Employer.

Section 2.2. Nothing in this agreement shall affect the authority of any management official, IAW applicable laws:

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

- To assign work, to make determinations with respect to contracting out and to determine the personnel by which operations shall be conducted;
- With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source; and
- To take whatever actions may be necessary to carry out the activity's mission during emergencies.

Section 2.3. Nothing in this agreement shall preclude the Employer and the Union from negotiating:

- At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods and means of performing work;
- Procedures which management officials of the Employer will observe in exercising any authority under this section; or
- Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 3.0. The Employer recognizes its obligation to consult and to negotiate in good faith with the Union at reasonable times on personnel policies, practices and conditions of employment.

Section 4.0. Managers, supervisors, Union officials and employees shall interact with each other in a professional manner and with courtesy, dignity, and respect.

ARTICLE 8. RIGHTS AND OBLIGATIONS OF THE UNION

Section 1.0. Exclusive Representation. Pursuant to 5 USC 7114(a)(1), the Employer recognizes the Union as the exclusive representative of the employees in the bargaining unit. As such, the Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

Section 2.0. Union Representatives. The Union may designate its own representatives. The Union will notify the Employer on a current basis of the name, title, and work location of its representatives.

Section 2.1. Performance of Union Duties.

Section 2.1.1. The Employer and the Union jointly agree that the interest of both parties will be best served by developing a climate of mutual respect and good working relations among all levels of their respective representatives. To this end, Employer and Union representatives will:

- Meet informally to exchange information and resolve potential problems;
- Make every effort possible to resolve problems at the lowest organizational level; and
- Support, foster, and encourage participation on partnership councils.

Section 2.1.2. Pursuant to 5 USC 7116(a), the Employer agrees that there shall be no restraint, interference, coercion, reprisal, or discrimination against any Union officials because of the performance of Union obligations.

Section 2.2. Union representatives will receive official time for the performance of representational duties IAW article 9, Union Representation.

Section 3.0. Representation Requirements.

Section 3.1. Formal Discussions.

Section 3.1.1. Pursuant to 5 USC 7114(a)(2)(A), the Union shall be given the opportunity to be represented at any formal discussion between one or more employees it represents and one or more representatives of the Employer concerning any grievance (to include settlement discussions) or any personnel policy or practice or other general condition of employment. This right to be represented does not extend to informal discussions between an employee and a supervisor concerning a personal problem, or work methods and assignments.

Section 3.1.2. The Union will be given advance notice of any formal discussion that is to be held. The Union President will designate the official representative. If that official or designee cannot be made available, the Union President will contact the CPAC to negotiate alternative arrangements. This advance notice will be given unless local management has been prevented from doing so due to insufficient notification. The Union shall receive a notice of at least 2 working days in advance of the meeting.

Section 3.1.3. At the start of each formal discussion, the Employer management representative will ask the designated Union representative who may be present to introduce himself. Furthermore, the Employer management representative will permit the Union representative to ask relevant questions, and to present a brief statement before the end of the meeting outlining the Union's position concerning the issues

presented by management, and to have full participatory rights during the meeting to the extent accorded to other employees.

Section 3.2. Investigatory Examinations.

Section 3.2.1. As provided in 5 USC 7114(a)(2)(B) and articles 37 and 38, Disciplinary Actions and Adverse Actions, the Union has the right to be represented at any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if:

- The employee reasonably believes that the examination may result in disciplinary action against the employees; and
- The employee requests representation.

Section 3.2.2. The Union will determine which representative will be designated following an employee's request for representation for an investigatory examination.

Section 3.2.3. The Union representative will be given a reasonable amount of time to arrive at the examination. Once the employee requests representation, no further questioning will take place until the representative arrives. If the representative is not available due to work schedules or other representational business, the examination will be postponed.

ARTICLE 9. UNION REPRESENTATION

Section 1.0. Purpose. To provide guidance to managers, supervisors, Union officials and employees in the granting of absence from place of employment during duty hours for Union representational and training purposes.

Section 2.0. The Union agrees to furnish the Employer (Attention (ATTN): CPAC) a complete written list of its officers and stewards within 7 business days following the signing of this agreement. A revised complete list will be furnished to the Employer (ATTN: CPAC) within 7 business days following the election of officers and upon the appointment or change (including deletions) of the stewards. No officer or steward will be recognized or will be entitled to official time for Union representation or training unless their name appears on the list.

Section 3.0. For purposes described herein the following definition applies. Union representatives are bargaining unit employees who are duly elected or appointed officers or stewards of the Union. Any other individual representing the Union for a bargaining unit employee must have Union approval. No employee may act as a representative of the Union or participate in its management if the official duties of an

employee would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the employee (5 USC 7120(e)).

Section 4.0. The Employer agrees to accept and recognize a sufficient number of Union stewards, 1% of the bargaining unit members but not less than 18 Union stewards, whichever is greater. Every attempt will be made by the Union to minimize impact on mission accomplishment at the stewards' employing organizations by equitably distributing representation assignments among all stewards.

Section 5.0. For the advancement of cooperative partnerships, the Union and the Employer shall conduct monthly meetings between the CPAC Director and the President of the Union, and/or their designated representatives, to discuss problems and matters having impact upon employees in the bargaining unit, including pre-decisional policy changes. Reasonable time during working hours will be allowed to the Union representative to attend regular meetings, as well as meetings called on a special basis. The CPAC Director and President of the Union will mutually agree on procedures to schedule, conduct and record key outcomes of these meetings. Regular and special meetings will not serve to review employee grievances.

Section 6.0. Criteria for Absence from Place of Work during Duty Hours. Absence from place of duty for representation during scheduled duty hours is administratively authorized for duly elected or appointed Union officials without loss of pay and without charge to leave if taken in accordance with the procedures established by this agreement. Time and attendance reports for such periods will reflect official time.

Section 6.1. Reasonable amount of duty time without loss of pay or charge to leave will be granted IAW the terms of this article to a Union representative in order to accomplish his/her representational tasks IAW 5 USC 7131(d)(2). These tasks include but are not limited to the tasks identified below.

Section 6.1.1. A complaint related to working conditions, grievance, appeal, or reply to a proposed adverse action; properly established hearings or investigations, arbitrations; equal employment opportunity (EEO) complaints; proceedings before the Federal Labor Relations Authority (FLRA); individual/group safety complaints and investigations; responses to Employer inquiries and requests; unfair labor practice (ULP) investigations; commercial activities (Office of Management and Budget (OMB) Circular A-76) reviews; construction and service review meetings, and formal Employer-sponsored meetings and Employer/Union partnership meetings and/or forums.

Section 6.1.2. Securing advice on employee rights and privileges under the governing regulations and for obtaining such other information or assistance, to include preparation of documents necessary for presentation of the grievance, appeals, or adverse action.

Section 6.1.3. Term agreement bargaining, mid-term bargaining or management-initiated grievances.

Section 6.1.4. Reasonable travel time for any of the tasks listed above.

Section 7.0. Procedures during Representational Activities.

Section 7.1. Time used by Union officers, stewards, or other Union representatives during scheduled duty hours in performance of their representational duties will be with the knowledge and concurrence of their immediate supervisor or, if unavailable, his/her designee, typically the employee's second-line supervisor.

Section 7.2. Union representatives will be released from duty for representational purposes within 2 hours of a request for release unless the mission prohibits such release. If the mission allows for release, the representative will be released within the same workday, if requested in the morning, or not later than the following morning, if requested in the afternoon. The representative may contact the represented employee via email or telephone to notify him/her in the event of a delay. In the event a steward is not available, the Employer will contact the Union via the CPAC. The Employer will allow sufficient time for a bargaining unit employee to contact a Union representative and sufficient time for the Union representative to travel to and attend meetings within the confines of the installation and surrounding area which includes metropolitan Kansas City; St. Joseph, Missouri; and Lawrence, Kansas.

Section 7.3. During such absence, the Union representative will confine their activity to the conduct of business as described. The Union representative will return to his/her work station immediately upon completion of that business. In the event the official's business cannot be concluded within the period of time requested, the representative will contact his immediate supervisor or his/her designee to notify and secure concurrence for the additional time needed.

Section 7.4. Upon return to his/her work station, the representative will notify the immediate supervisor or his/her designee of return to duty.

Section 7.5. When in performance of responsibilities, a Union representative will not enter another work area without first informing the supervisor or his/her designee in charge of employees in that area.

Section 8.0. The Union agrees that its' officers and representatives will guard against the use of excessive time in performing duties considered appropriate by this agreement.

Section 9.0. The Union agrees that internal Union activities will be conducted during non-duty time. These activities include solicitation of membership, dues collection,

circulation of petitions, campaigning, solicitation of employee concerns, and distribution and posting of literature.

Section 10.0. The Employer and the Union agree that they will attempt to resolve problems and complaints informally at the lowest possible administrative level of both the Employer and the Union (i.e., normally the first-line supervisor and the steward).

Section 11.0. Performance appraisals of Union representatives will not include performance of Union activities. Only performance of duties in relation to assigned performance standards will be evaluated in arriving at the overall rating. Inability to evaluate a representative against established standards for all major job elements due to performance of representational tasks will result in a fully successful rating.

Section 12.0. For planning purposes, the Union will be granted 400 hours in a calendar year to attend Union-sponsored training when it is demonstrated by the Union that the training is of mutual benefit to both parties. On an individual basis, training will not exceed 80 hours each for the Union President and Executive Vice President nor 40 hours for an individual steward. A written request for all excused absences shall be submitted to the CPAC at least 30 calendar days in advance, detailing the employees to attend, purpose and nature of the training, and an agenda. Final approval will depend on supervisory concurrence after a review of work requirements of proposed attendees. Formal written approval or response to the Union proposal is required within 10 business days from the date of the request. Exception to the time limits shall be considered on a case-by-case basis.

CHAPTER 3. EMPLOYMENT

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1.0. The Employer will provide EEO for all persons, regardless of age, color, race, religion, sex, physical or mental disability, national origin, genetic information or reprisal, and promote the full realization of EEO through a positive and continuing training effort. The Union agrees to become a positive force in this endeavor and to become a partner with the Employer in the exploration and implementation of ideas and programs whereby equal employment opportunities will be achieved.

Section 2.0. The Employer and the Union will not tolerate any forms of discrimination in the Employer's personnel policies and practices and working conditions as defined above. The Employer will ensure that appropriate action is taken in cases of supervisors or employees who engage in discriminatory practices.

Section 3.0. An employee who perceives he/she has been the victim of discrimination may seek resolution of the alleged discrimination either through the Federal EEO complaint processing procedures or the negotiated grievance procedure outlined in article 39, but not both.

Section 4.0. The Affirmative Employment Plan is published annually by the Employer IAW the DA Affirmative Action Plan.

Section 5.0. Employees have the right to a representative of their choice in the EEO complaint process. Representatives must be designated in writing.

ARTICLE 11. EMPLOYEE ORIENTATION

Section 1.0. Goal of Employee Orientation. An effective orientation program is an important component in achieving goals to establish and maintain an effective, diverse and motivated work force by ensuring that all employees receive training regarding their rights, benefits, roles and responsibilities as employees.

Section 2.0. The Union will be afforded the opportunity to make a 15-minute presentation to orient bargaining unit employees about the Union's role, Union services, and points of contact. A content outline will be submitted by the Union to Labor and Employee Relations, CPAC, for review and approval of this portion of the program. The presentation will not be used as a forum to solicit membership or to air dissatisfactions or problems, nor will it be scurrilous or libelous in nature. The CPAC will provide the Union with notice of the date, time, and place that the orientation is scheduled. The Union official must confirm attendance no later than 1 business day prior to the scheduled orientation. The Union official making the presentation will be allowed official time. The Union may make available literature relating to the Union in a location accessible to employees.

ARTICLE 12. POSITION CLASSIFICATION

Section 1.0. Position descriptions shall be written based upon the duties, responsibilities and conditions of employment assigned to positions.

Section 2.0. Copies of position descriptions are available for employees to access through the employee's electronic Official Personnel File (eOPF) at <https://eopf.nbc.gov/opm/> or the Civilian Personnel On Line (CPOL) Portal at <http://cpol.army.mil/> on the employee tab.

Section 3.0. The phrase "other duties as assigned" is included in the position description to refer to those duties which are not major duties of the position, but which are performed on an occasional basis. The Employer agrees that employees may

routinely be assigned work that does not relate to the major duties of the position; however, continuous assignment of such duties may require amendment to the position description. It is understood that position descriptions serve as no limitation on the right of the Employer to assign duties to employees.

Section 4.0. If employees have a question concerning the accuracy of their position description, they should discuss their concerns with their supervisor. If the supervisor agrees the position description should be reevaluated, the supervisor will request a position review. Position reviews are generally conducted via e-mail or telephone. On-site reviews may be conducted to gain pertinent information that is otherwise unattainable. A review is conducted when significant changes are being proposed or have occurred to a position. Upon completion of the CPAC review, the supervisor will discuss the findings with the employee.

Section 5.0. Only a current employee may appeal the classification of their current official position. Classification refers to the title, pay plan, series, and/or grade assigned to the position. The employee may not appeal assigned duties and responsibilities; details; standards or guides used to classify the position; proposed decisions or actions; previous appeal decisions; or classification of another employee's job. The law and regulations governing classification and classification appeals are contained in 5 USC Chapter 51 and 5 Code of Federal Regulations (CFR) Part 511 Subpart F.

ARTICLE 13. PERFORMANCE EVALUATION

Section 1.0. The performance appraisal system shall provide a fair, accurate, and objective evaluation of job performance. Each employee's evaluation shall be directly related to their official duties. Employees are currently evaluated on standards, objectives or responsibilities, under the current Total Army Performance Evaluation System (TAPES). All are critical elements and of such importance that unacceptable performance on any element would result in a determination that an employee's overall performance is unacceptable (5 CFR 430.203, Army Regulation (AR) 690-400). Any future revisions/changes required to Army's performance appraisal system which are required by law, government-wide, DoD, or Army regulations will supersede the current TAPES system.

Section 2.0. Performance Plans. Within 30 calendar days of the beginning of the rating period, assignment to the position or change of supervisor, the rater will meet with the employee to discuss the standards/objectives/responsibilities that will be rated. The employee will be given the opportunity to provide input to the rater. Performance plans shall be written where standards/objectives/responsibilities are reasonably attainable and measurable, and define what is required for success. A legible copy of the performance plan will be given to the employee at the beginning of the rating period,

when counseled, or when changed. If the performance plan changes during the rating period, the employee will be counseled by the rater on the proposed changes and will be given the opportunity to provide input for consideration. The employee will not be rated until having served 120 calendar days on an approved performance plan.

Section 3.0. Performance Counseling. Performance counseling will be done, at a minimum, twice annually (beginning of rating period and midpoint). Performance counseling will address the employee's performance. It will also provide an opportunity for the employee and supervisor to discuss Army values, focusing on the positive contributions of the employee.

Section 4.0. Performance Improvement. If at any time during the performance rating cycle an employee's performance is determined to be less than successful in one or more critical elements, management shall make a sincere effort to assist the employee in improving their performance to a satisfactory level. Management will document that an employee has been counseled on deficiencies, provided assistance and/or training and given a reasonable opportunity to improve performance to the successful level prior to proposing an action based on unacceptable performance.

ARTICLE 14. MERIT PLACEMENT

Section 1.0. All merit placement actions will be IAW prescribed legal, regulatory, and statutory guidance. Vacancies will be filled IAW methods outlined in 5 CFR 335.103 and the Fort Leavenworth Merit Promotion Plan. Job information can be found on the CPAC services tab of the Fort Leavenworth garrison website, <http://garrison.leavenworth.army.mil>.

Section 2.0. Supervisors will keep employees currently advised of their strengths and weaknesses in their job performance, and will counsel employees on how to improve their job performance so that employees can expand their opportunities for placement.

Section 3.0. In the selection for noncompetitive temporary promotions not to exceed 120 calendar days, first consideration will be given to well-qualified employees in the organization.

Section 4.0. Upon written request and identification of a valid particularized need, the Union will be provided information related to a selection. The CPAC will redact these records sufficiently to protect the personally identifiable information (PII) of employees.

Section 5.0. Details in excess of 30 calendar days will be documented on a request for personnel action and a copy placed in the employee's eOPF.

ARTICLE 15. REASSIGNMENT CONSIDERATIONS

Section 1.0. The Employer and the Union recognize that there are situations that arise during an employee's career where a personal hardship exists that could be alleviated if the employee relocated to another position or geographic area. Other circumstances may include the loss of a security clearance, when an employee is able to successfully perform the tasks associated with a different position. To apply for a reassignment or transfer, an employee must conduct their own job search. Currently individuals apply to vacancies that are posted on USAJOBS, the government's official job web site at <http://www.USAJOBS.gov>. USAJOBS provides access to more than 30,000 job listings daily as well as applications, forms, and employment fact sheets. Employees can search for jobs by location, job category, and agency. Applications are submitted directly to the agency online.

ARTICLE 16. TRAINING AND CAREER DEVELOPMENT

Section 1.0. The Employer and the Union agree that it is mutually beneficial to have a well-trained workforce.

Section 1.1. The Union, Employer and the employee recognize updating the employee's skills on a continuing basis is necessary. The Union and the Employer will encourage employees to take advantage of all training and educational opportunities to maintain and increase their efficiency.

Section 1.2. Each employee has the responsibility for self-development. Employees should make full use of available education and training opportunities. An employee may inform the supervisor at any time of training needs related to the employee's work assignments. The Employer shall consider such information when identifying training needs.

Section 1.3. Consistent with the Employer's needs and the availability of funds, efforts will be made to improve the employee's performance, knowledge and skill level. In order to encourage employee professional development, self-development, and job skills improvement, the Employer will make available training/education information. Training will be provided on new technology as required.

Section 2.0. An Individual Development Plan (IDP) will be developed jointly by the supervisor and the employee to address employee skills needed in the current position and to prepare for career opportunities. Training and development needs will be discussed and updated during the performance counseling sessions (initial, midpoint and annual).

Section 3.0. When mission allows, an employee may be granted variations within the normal work week for education or training when the primary objective of the training is to improve the employee's general skills, knowledge and abilities, or career growth. The Employer shall, to the maximum extent practical, ensure that scheduling of training and education (over which they have administrative control) occurs during the normal work week, including travel to and from training.

Section 4.0. Completed employee training will be documented by entry in the IDP. The employee is encouraged to keep a copy of all training documentation and periodically review for accuracy. It is the employee's responsibility to ensure their record of training is current and accurate.

CHAPTER 4. PAY AND LEAVE

ARTICLE 17. HOURS OF WORK

Section 1.0. This article shall be administered IAW 5 USC 61 and 5 CFR 610.

Section 2.0. Normal hours of operation at Fort Leavenworth are Monday through Friday (0730 – 1630). Deviations from the normal hours of operation are approved by Activity Directors/Commanders.

Section 3.0. The Employer agrees to the following with respect to the establishment of work schedules:

- Assignments to tours of duty are scheduled 2 weeks in advance of the administrative work week to cover periods of not less than 2 weeks;
- The basic 40-hour work week is scheduled on 5 days, Monday through Friday, and the 2 days outside the basic work week are consecutive;
- The working hours in each day in the basic work week are the same;
- The basic non-overtime work day may not exceed 8 hours unless approved as an alternative work schedule;
- The occurrence of holidays may not affect the designation of the basic work week; and,
- Breaks in working hours of more than 1 hour may not be scheduled in a basic work day.

Section 4.0. The Employer and the Union agree that different tours of duty, i.e., deviations from normal hours of operation (0730 - 1630) may be necessary, and can be established when required.

Section 5.0. Where the employee's work assignment justifies it, reasonable time will be allowed for clean-up and drawing and storing tools and equipment.

Section 6.0. Meal Periods.

Section 6.1. Employees shall be granted, on a non-paid basis, a meal period each day. Normally, this will be scheduled at or near the mid-point of the shift or tour of duty. A meal period of no less than 30 minutes nor longer than 60 minutes of uninterrupted personal time will be taken between the hours of 1100 - 1330. Changes in the time the meal period is taken (between the hours of 1100 - 1330) may be approved by the supervisor on a day-to-day basis.

Section 6.2. When a normal, scheduled meal period is not feasible within the work day, a 20-minute working meal period shall be permitted and considered as hours worked for pay purposes, as long as the employee is required to remain at the work site (29 CFR 785.19).

Section 7.0. Employees may be allowed a 15 minute rest period for each 4 hours worked at a time and place and in a manner which does not interfere with efficiency of operations as prescribed by the supervisor. These breaks should be taken approximately midway in the periods. Such paid rest periods may not be used to extend the lunch period or to shorten the work day.

Section 8.0. Change to Individual Work Schedules.

Section 8.1. The Employer agrees to notify employees of changes to work schedules two (2) weeks in advance unless the change is due to an emergency, based on an employee request, mutually agreed upon by the employee and the supervisor, or when management determines advance notice of the change would seriously handicap the agency's ability in performing its mission or would incur additional costs.

Section 8.2. The Employer has the right to reschedule an employee's duty hours based upon mission requirements but such change must be in accordance with section 8.1 above.

Section 8.3. The Employer will consider changes in individual work schedules requested by employees to pursue further self-development activities when completion of the courses will equip the employee for more effective work within the activity (5 CFR 610.122).

Section 8.4. Employees may request to change their schedules on a quarterly basis. Requests must be submitted no later than 2 weeks prior to the first work day of that calendar quarter.

Section 9.0. Adjustment of Work Schedules for Religious Observances (5 CFR 550.1002)

Section 9.1. To the extent that modifications in work schedules do not interfere with the efficient accomplishment of mission, an employee whose personal religious beliefs require that he or she abstain from work at certain times of the work day or work week must be permitted to work alternative work hours so that the employee can meet the religious obligation. The hours worked in lieu of the normal work schedule do not create any entitlement to premium pay (including overtime pay).

Section 9.2. Employees will submit a written request for an adjusted work schedule in advance. An employee should specifically state that his or her request for an adjusted work schedule is for religious purposes and should provide acceptable documentation of the need to abstain from work.

Section 9.3. When deciding whether an employee's request for an adjusted work schedule should be approved, a supervisor should not make any judgment about the employee's religious beliefs or his or her affiliation with a religious organization. A supervisor may disapprove an employee's request if modifications of an employee's work schedule would interfere with the efficient accomplishment of the mission.

Section 9.4. If an employee's request is approved, a supervisor may determine whether the alternative work hours will be scheduled before or after the religious observance.

Section 9.5. Disapprovals will be given to the employee in writing within 5 business days of the request.

Section 10.0. Time Keeping. Employees will self-concur their work hours. Employees will also be responsible for ensuring proper leave approval is obtained and documented.

Section 11.0. Alternative Work Schedules (AWS).

Section 11.1. The AWS system includes a flexible work schedule (FWS) with an 8-hour day / 40-hour week (including credit hours), and a compressed work schedule (CWS) of 5/4/9 or 4/10 (see sections 11.4.1 and 11.4.2). Tour of duty hours will begin, in 15 minute increments, no earlier than 0600. Employees may request approval of an AWS from their supervisor. Participation in any AWS is dependent upon mission requirements. Employees working in shift operations are not allowed to participate in AWS.

Section 11.2. The parties recognize that the use of AWS can, in some cases, improve productivity and morale and provide greater service to the public.

Section 11.3. FWS. The purpose of an FWS is to allow the employee to determine their work schedule within the limits established by the Employer. An FWS includes designated hours (core hours) and days when an employee must be present for work. An FWS also includes designated hours during which an employee may elect to work in order to complete the employee's basic (non-overtime) work requirement (5 USC 6122).

Section 11.3.1. The limits established by the Employer are:

- The core period will begin at 0900 hours and end at 1500 hours;
- Flexible work hours are from 0600 to 0900 hours and then from 1500 through 1800 hours; and
- The normal hours of operation (i.e., 0730 - 1630, Monday through Friday) will be maintained within each organizational element.

Section 11.3.2. Management will endeavor to schedule meetings within the core hours, 0900 - 1500, so as not to cause undue hardship on the employees.

Section 11.3.3. FWS examples include Flexitour, gliding schedule, maxiflex schedule, variable day and variable week schedule. A more detailed explanation of these may be found on the OPM website, <http://www.opm.gov/>, under alternative work schedules.

Section 11.4. CWS. A CWS is a fixed schedule that allows an employee's basic work requirement for each pay period to be scheduled for less than 10 work days (5 USC 6121(5)). Recognized CWS options include 5/4/9 and 4/10.

Section 11.4.1. A 5/4/9 schedule is a type of CWS in which a full-time employee works eight 9-hour days and one 8-hour day for a total of 80 hours in a biweekly pay period, exclusive of meal periods.

Section 11.4.2. A 4/10 schedule is a type of CWS in which a full-time employee works four 10-hour days, for 40 hours a week and 80 hours a biweekly pay period, exclusive of meal periods.

Section 11.5. Approved telework IAW article 24 will not in and of itself disqualify an employee from working an AWS.

Section 11.6. An employee's written request for AWS must include proposed type of schedule, days, hours and lunch period. An employee must identify the requested schedule and the start and stop times within the flexible time bands.

Section 11.7. Credit Hours. An employee on an approved FWS may request to work additional time beyond their normal 8-hour tour of duty as credit hours for use as future time off. Prior to being worked, credit hours must be approved by the supervisor. Credit hours will be worked and recorded in 15-minute increments. Employees can use accrued credit hours off in lieu of or in conjunction with other types of approved leave. Credit hours may be accumulated; however, credit hour balances in excess of 24 hours at the end of a pay period will be forfeited without compensation. Part-time employees may not carry more than 25% of their biweekly basic work hours to a subsequent pay period. If credit hour participation is denied, the reason(s) for the denial will be provided in writing to the employee by his/her supervisor, if the employee requests the reason(s) for the denial. Each activity may establish further limitations on the number of credit hours that may be earned, and on how credit hours are earned and used.

ARTICLE 18. LEAVE

Section 1.0. Purpose. The purpose of this article is to outline the agreements made concerning absence and leave. This article shall be administered IAW 5 USC 63; 5 CFR 630 and Department of Defense Instruction (DODI) 1400.25, Volume 610 and 630.

Section 1.1. Accrual and Use of Leave. Employees are entitled to accrue and to use leave IAW applicable laws, regulations, and this agreement. Leave will not be charged in increments of less than 15 minutes.

Section 1.2. Leave Approval. Each organization will establish procedures for requesting leave and securing approval to include unscheduled leave. The employee will be provided a digital or hardcopy approval/disapproval prior to the requested leave when requested in advance.

Section 2.0. Annual Leave.

Section 2.1. The Employer reserves the right to make the final decision on when leave is to be used. Once the leave is scheduled and approved, the leave will not be cancelled without at least 15 calendar days advance notice except under emergency conditions. Determination as to the time and amount of annual leave to be granted generally should be on a basis of mutual agreement between the employee and the supervisor.

Section 2.2. The employee will typically initiate requests for leave sufficiently in advance to provide both the employee and the Employer opportunity for proper planning. The Employer may also solicit requests for leave for peak leave periods. In the event two or more employees request leave at the same time and the supervisor determines that they cannot be absent at the same time, the employees will attempt to resolve the issue informally. If a conflict still exists, the Employer will make a decision

based on mission requirements and circumstances of the request which may include previous approvals or denials, date of submission, seniority, and requests for consecutive holiday leave. This shall not prevent employees from requesting leave during holidays in consecutive years when no conflict exists.

Section 2.3. Operations permitting, employees normally will be granted annual leave as requested. Employees are responsible for cooperating with the Employer, whenever possible, in requesting leave during periods when their services can be best spared. Employees and the Employer will cooperate in scheduling leave throughout the leave year to avoid forfeiture and to maintain employee morale and productivity. Employees will be informed of whether their requests for leave have been approved in a timely manner, usually within two business days. When requests are made to use leave on the following day, the response will be made as soon as possible, but no later than the end of the employee's work shift.

Section 2.4. Annual leave for emergency situations will be granted by the supervisor on a case-by-case basis to cover unexpected contingencies. The employee must contact the supervisor or designated official as soon as practicable (normally within 2 hours) after the start of his normal tour of duty to obtain approval. In the case of shift workers, a 1-hour notice shall precede the scheduled tour of duty to allow the Employer time to facilitate adequate work scheduling.

Section 2.5. Advanced Annual Leave. Provided that workload permits, the supervisor may grant an employee's request for advanced annual leave in situations where the employee lacks sufficient leave to cover the period being requested, but will earn enough leave to cover the amount of the advance by the end of the leave year. Before granting advanced annual leave, the Employer shall consider matters such as the expectation of return to duty, the need for the employee's services, and the benefits to the Employer of retaining the employee.

Section 2.6. Annual Leave upon Separation. An employee will receive a lump-sum payment for any unused annual leave when separating from federal service. Employees may not use annual leave, commonly referred to as terminal leave, immediately prior to separation. There are exceptions such as:

- The employee is being separated due to reduction in force and uses the leave to extend the separation date to attain first eligibility for a retirement annuity and/or for Federal Employees Health Benefit (FEHB) annuitant coverage;
- The employee has applied for disability retirement;
- The employee returns to work on his/her last administrative workday; or

- The employee takes leave during the final hours of the last day, provided they have worked the majority of the final pay period, including part of the last day.

Section 3.0. Timely Arrival for Work. Employees are expected to arrive at work on time. In the event of an unusual late arrival due to unexpected factors beyond the employee's control, the Employer may allow the employee to adjust the work schedule to make up for the period of tardiness. The Employer will consider circumstances in exercising its discretion to approve or disapprove brief periods of tardiness.

Section 4.0. Sick Leave.

Section 4.1. The Union agrees to encourage employee understanding and appreciation of the:

- Need to use sick leave only to cover absences due to bonafide incapacitation to perform their assigned duties; and
- Benefits and values that accrue to employees who, through the accumulation of large amounts of sick leave, are protected against financial hardships resulting from long-term illnesses and accrue additional service credit upon retirement.

Section 4.2. Sick leave shall be requested in advance when appointments have been made for medical, dental, or optical examinations and care. When prevented from reporting for duty because of incapacitating illness or injury:

- Employees on regular tours of duty shall notify their immediate supervisor or other officially designated person, as soon as possible (generally within 2 hours after beginning of the scheduled tour of duty; or,
- Employees who tours of duty include shift work shall notify their immediate supervisors or other officially designated person, normally at least 1 hour before the tour of duty is to begin.

Section 4.3. Unless otherwise directed, employees absent for more than 1 day of unscheduled sick leave shall keep their supervisor advised on a daily basis of the anticipated duration of their absence in order to facilitate adequate work scheduling.

Section 4.4. An employee may be required to furnish medical certification to substantiate a request for approval of sick leave when such leave exceeds 3 consecutive work days or for a lesser period when the Employer determines its necessary (i.e., cases of suspected abuse of sick leave). Medical certification must include administratively acceptable evidence to support the approval. Employees who have been absent due to illness for more than 5 days may be required to provide a

medical release to return to work and/or may be referred to the Occupational Health Nurse prior to returning to work.

Section 4.5. All required medical certificates covering sick leave absences will be submitted within 15 calendar days after return to duty. If the employee is unable to provide evidence, despite the employee's diligent, good faith efforts, he or she must provide it within a reasonable period of time, but no later than 30 calendar days after the Employer makes the request.

Section 4.6. Sick leave may be requested and approved subject to regulatory guidance, when the employee:

- Receives medical, dental, or optical examination or treatment;
- Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;
- Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;
- Provides care for a family member with a serious health condition;
- Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
- Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

Section 4.7. Sick Leave Usage Limits per Leave Year.

Section 4.7.1. The following limits apply to sick leave usage in each leave year:

- No limitation for an employee's own personal medical needs;
- Up to 13 days (104 hours) of sick leave for general family care and bereavement each leave year; and
- Up to 12 weeks (480 hours) of sick leave to care for a family member with a serious health condition each leave year.

Section 4.7.2. If an employee previously has used any portion of the 13 days of sick leave for general family care or bereavement purposes in a leave year, that amount must be subtracted from the 12-week entitlement. If an employee has already used 12 weeks of sick leave to care for a family member with a serious health condition, he or she cannot use an additional 13 days in the same leave year for general family care purposes. An employee is entitled to no more than a combined total of 12 weeks of sick leave each leave year for all family care purposes.

Section 4.8. Part-time employees and employees with uncommon tours of duty are also entitled to use sick leave, and the amount of sick leave which may be granted is pro-rated in proportion to the average number of hours of work in the employee's scheduled tour of duty each week.

Section 4.9. Sick Leave Abuse.

Section 4.9.1. Sick leave should be approved by supervisors unless supervisors suspect inappropriate use or abuse of sick leave. They may give official written notice to the employee that an administratively acceptable medical certificate for each absence from work allegedly due to incapacitation for duty is required. The written notice provided to the employee will specify the reason(s) for suspecting the abuse. Once instituted, the attendance record of the employee will be reviewed by the supervisor every 4 months. The employee will be notified in writing of the review and whether or not medical certification for each absence is still required. Except for employees on leave restriction, employees suffering from a chronic medical condition which requires occasional absence from work, but does not necessarily require medical treatment, and who have previously furnished medical certification of the chronic condition, shall not be required to furnish a medical certificate to substantiate sick leave for subsequent occurrences of the same condition. However, the Employer may periodically require further medical certification to substantiate that the condition still exists.

Section 4.9.2. If the Employer feels an employee is physically impaired to perform their duties or poses a threat to the health of others, they may refer the employee to Occupational Health for medical assessment or allow the employee to request leave. The Employer will not place an employee on enforced sick leave without following the procedures contained in articles 37 and 38, Disciplinary Actions and Adverse Actions.

Section 4.10. Advanced Sick Leave.

Section 4.10.1. At its discretion, the Employer may advance sick leave to an employee, when required by the exigencies of the situation, for the same reasons it grants sick leave to an employee, subject to the limitations described below. The Employer should not advance sick leave to an employee when it is known (or reasonably expected) that the employee will not return to duty, e.g., when the employee has applied for disability

retirement. Before granting advanced sick leave, the Employer shall consider such matters as the expectation of return to duty, mission requirements, and the benefits to the Employer of retaining the employee.

Section 4.10.2. The Employer may advance up to 240 hours (30 days) of sick leave to a full-time employee:

- Who is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;
- For a serious health condition of the employee or a family member;
- When the employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;
- For purposes relating to the adoption of a child; or
- For the care of a covered service member with a serious injury or illness, provided the employee is exercising his or her entitlement to Family Medical Leave Act (FMLA) leave (see below, section 4.11.1.) to care for a covered service member.

Section 4.10.3. The Employer may advance up to 104 hours (13 days) of sick leave to a full-time employee:

- When he or she receives medical, dental or optical examination or treatment;
- To provide care for a family member who is incapacitated by a medical or mental condition or to attend to a family member receiving medical, dental, or optical examination or treatment;
- To provide care for a family member who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or
- To make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

Section 4.10.4. The maximum amount of advanced sick leave a full-time employee may have to his or her credit at any one time is 240 hours (30 days). For a part-time employee (or an employee on an uncommon tour of duty), the maximum amount of sick leave the Employer may advance to the employee must be prorated according to the number of hours in the employee's regularly scheduled administrative work week.

Section 4.10.5. Supporting Evidence for Advanced Sick Leave. A request for advanced sick leave is essentially a request for sick leave, therefore, the administratively acceptable medical documentation requirements for granting of sick leave apply. A medical certificate signed by a physician or practitioner must accompany all requests for advance sick leave, and will include the expected date of incapacitation and the expected date of return to duty. All requests for advanced sick leave will be initiated in advance (if possible) by the employee and will be forwarded with the supervisor's approval to the CPAC for regulatory review and certification.

Section 4.11. FMLA.

Section 4.11.1. IAW the FMLA, most employees are entitled to a total of 12 administrative work weeks of unpaid family medical leave during any 12-month period for:

- Birth of a son or daughter and care of the newborn;
- The placement of a son or daughter with the employee for adoption or foster care;
- The care of a spouse, son or daughter or parent with a serious health condition; or
- A serious health condition of the employee that makes the employee unable to perform the duties of his or her position.

Section 4.11.2. The annual period of FMLA entitlement begins the date first invoked by the employee.

Section 4.12. Privacy. The Employer will treat as confidential any medical information provided by an employee to any agent or representative of the Employer in support of a request for sick leave. The Employer may disclose such information subject to the Privacy Act (5 USC 552a) and 5 CFR 339 only for purposes of making informed management decisions and only to individuals who have a need to know.

Section 5.0. Other Leave.

Section 5.1. Leave without Pay (LWOP). LWOP is a temporary non-pay status and absence from duty for a specific period of time, which may be granted to an employee IAW applicable laws, rules, and regulations. LWOP may be requested in the same manner and for the same purposes as annual leave, sick leave, absence related to workers compensation and for employees who have applied for a disability retirement. Approval of LWOP is at the supervisor's discretion. Requests for LWOP will be given

serious consideration and will not be denied arbitrarily. Denials of requests for LWOP will be provided to the employee in writing.

Section 5.1.1. LWOP for Union Officials. An employee may be granted LWOP for the purpose of serving, on a temporary basis, as an officer or representative of the National Office of AFGE, AFL-CIO. Absences in excess of 52 weeks will not be authorized without prior discussion with the Union president or his/her designated representative and are subject to management approval.

Section 5.1.2. Non-Discretionary LWOP. Approval of requested LWOP is mandatory for:

- Military training or active duty for members of the Reserves or National Guard, who are not entitled to, or have exhausted their military leave (38 USC 4316 and 5 CFR 353.106);
- Medical treatment for disabled veterans (Executive Order (EO) 5396);
- Employees exercising LWOP rights under the FMLA (5 CFR 630 subpart L).

Section 5.2. Leave for Bone Marrow and Organ Donation. Employees may use up to 7 days of paid leave each year to serve as a bone marrow donor. Employees may use up to 30 days of paid leave each year to serve as an organ donor.

Section 5.3. Court Leave.

Section 5.3.1. Court leave is the authorized absence, without charge to leave or loss of compensation, of an employee from official duty for jury duty or for attending court in a non-official capacity as a witness on behalf of the Federal, state, or local government. The court may be a Federal, state or municipal court.

Section 5.3.2. An employee duly summoned for jury duty or for other judicial proceedings in a nonofficial capacity as a witness on behalf of a state or local government will be placed on court leave to comply with the order. This provision does not apply to employees in an LWOP status.

Section 5.3.3. The employee shall furnish the Employer satisfactory evidence of the service rendered the court. All jury fees received for services for a period when the employee is paid court leave must be turned in to the employing activity. The employee may keep allowance for mileage and subsistence if not paid by the employing activity.

Section 5.3.4. In cases where no hardship results, an employee will return to duty or be charged annual leave when he is excused from court duty for one day or even a substantial part of a day. A hardship could result if an employee lives or works a long distance from the place where the court is held.

Section 5.4. Funeral Leave (For Family Death as a Result of Combat Zone Injuries).

Section 5.4.1. An employee is entitled to up to 3 work days of funeral leave to make arrangements for or to attend the funeral of an immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone.

Section 5.4.2. Other absences for bereavement are covered by sick leave (see section 4.6.)

Section 6.0. Excused Absences (Administrative Leave). Administrative leave is an approved absence from duty without loss of pay and without charge to leave. Administrative leave is treated as time worked for all purposes except that the employee is excused from his/her regular assigned duties. Workload permitting, administrative leave may be granted to an employee IAW the following sections.

Section 6.1. Excused Absence for Blood Donation. All employees who volunteer as blood donors, (except when compensated, or for their own personal use) to organizations like the American Red Cross, military hospitals, or other blood banks, or who respond to emergency calls for needy individuals, may be excused from work without charge to leave subject to approval by supervisor. Employees who donate blood may be granted excused absence to cover travel to and from the donation site, the donation of blood and recovery. The maximum excusable time will not exceed 4 hours except in unusual circumstances. The excused absence for recuperation must be consecutive hours during and immediately following donation.

Section 6.2. Voting.

Section 6.2.1. The Employer agrees that employees should be able to exercise their right to vote. Employees normally scheduled to work on an election day and who are registered to vote in such elections may be granted excused absence to vote provided the following conditions are met:

- The employee requests the excused absence in advance of the election day;
- The polls are not open at least 3 hours before or after the employee's regular hours of work; and,
- The excused time requested represents the minimum time off the job to permit an employee to vote.

Section 6.2.2. Under unusual circumstances, an employee can be excused up to a full day.

Section 6.2.3. Where release of an employee at the beginning or end of the day would seriously impair the operations, the supervisor, to the extent possible, shall make other arrangements to allow the employee a reasonable amount of time during the work day to vote.

Section 6.2.4. Employees must ensure that they are familiar with the Hatch Act and prohibited and restricted political activities that apply to federal employees.

Section 6.3. Activity Closings. Activity closings and absences in emergency situations will be administered IAW DODI 1400.25 Volume 610. The Employer may use his or her authority to close all or part of an activity and, consistent with that closure, administratively excuse the non-emergency civilian workforce. This includes unanticipated curtailment of operations based on extreme weather, natural disasters, and unforeseen interruptions of transportation or building services (potential health or safety risk).

Section 6.3.1. Emergency Situations Occurring Before the Start of the Workday.

Section 6.3.1.1. When an activity is open and employees are expected to report to work on time, employees may be authorized use of annual leave, credit hours, LWOP, or compensatory time earned or they may be excused for reasonable tardiness when they experience commuting delays.

Section 6.3.1.2. When the activity is open but some employees might be prevented from reporting to work or returning home safely, an unscheduled leave policy may be instituted.

Section 6.3.1.3. When an activity is closed for the entire day, all non-emergency employees will be excused (placed on administrative leave) without loss of pay whether or not other leave was previously approved.

Section 6.3.1.4. When an activity authorizes a delayed arrival, employees who report for duty will be excused (placed on administrative leave) for a period not to exceed the number of hours authorized for delay. Employees who report for duty but arrive later than authorized by the delay will be charged leave for the amount of time that exceeds the authorized delay. Employees who do not report for duty at all (either due to preapproved leave or unscheduled leave) will be charged leave for the entire day.

Section 6.3.2. Emergency Situations Occurring During the Workday.

Section 6.3.2.1. When an activity remains open and employees are expected to complete the day's tour, they may be granted annual leave, credit hours, compensatory time earned, or LWOP.

Section 6.3.2.2. When an activity suspends operations (early dismissal), as much as practical all non-emergency employees on duty at the time of dismissal should be excused (placed on administrative leave) without loss of pay even if they were scheduled to take leave later in the day. Employees who are on pre-approved leave prior to the dismissal will be charged leave for the entire approved leave period.

Section 6.3.2.3. Annual leave, credit hours, compensatory time earned, or LWOP may be granted, or absent without leave (AWOL) may be charged, if appropriate, to employees who leave before official notice of dismissal for the period remaining until the end of the regular workday.

Section 6.3.2.4. When an employee was scheduled to return from leave during the dismissal period, the activity should continue to charge leave for the absence until the time set for dismissal, then charge any continuing absence due to the emergency in the same manner as absences of other employees who were on duty at the time of dismissal (i.e., as an excused absence).

Section 6.3.3. Emergency Employees. Emergency employees perform duties essential to the continuity of facilities or other crucial operations and are required to be at work regardless of emergency situations or authorization for general dismissal. The Employer ensures that emergency employees are notified of the special requirements placed on them to report to or remain at their worksites during emergency conditions for which general dismissal is authorized. Emergency employees who do not report for work as required may be charged annual leave, sick leave, credit hours, compensatory time earned, LWOP, or AWOL if appropriate. Organizations will identify services that must be provided during emergency situations and positions that are designated to provide those services on a regular and recurring basis. A list of these positions will be provided to the Union on an annual basis. Supervisors will inform employees of their emergency status prior to their employment, annually thereafter, or as changes occur, to allow employees time to make appropriate arrangements.

Section 6.3.4. Employees in Special Situations. Employees on LWOP pending disability retirement or while in receipt of workers' compensation, on military leave, suspended, or in a non-pay status the workday before and after a closure shall be continued in that status.

Section 6.4. Other Circumstances. The Parties agree that the above reasons for granting administrative leave are not all inclusive and there may be other situations supporting a request for the granting of such leave. Such requests shall be considered based on the reasons presented at the time. The Employer may require documentation, as appropriate, to support the reasons for and/or the duration of such administrative leave requests.

ARTICLE 19. OVERTIME

Section 1.0. Overtime Work.

Section 1.1. As a general rule, overtime work means each hour of work in excess of 8 hours in a day or in excess of 40 hours in an administrative work week that is officially ordered and approved by the supervisor and is performed by an employee. Overtime will be paid IAW 5 USC 5542, 5543, 5544, 6123, 6128 and 5 CFR 550 and 551. The minimum period of overtime that can be authorized is 15 minutes.

Section 1.2. Employees will perform overtime work when required by the supervisor to accomplish the work of the activity. The Employer will consider requests for relief from overtime due to impairment of health of the employee or extreme hardship, before assignment of overtime is made. Affected employees will be given as much advance notice as possible. Leave usage or balance will not be a factor in offering or assigning employees overtime. Overtime work will be offered first, on a voluntary basis, to those who ordinarily do the work that is to be accomplished on the overtime and then to other employees qualified to do the work. If there are insufficient volunteers to perform the overtime, the supervisor will direct overtime work, first to employees who ordinarily do the work (starting with employees with the least seniority), and then to other qualified employees. Refusal to work required overtime without a valid reason may subject the employee to appropriate disciplinary action.

Section 1.3. Overtime pay for Fair Labor Standards Act (FLSA) non-exempt employees is generally equal to one and one-half times the employee's hourly rate of pay.

Section 2.0. Emergency Overtime.

Section 2.1. Emergency overtime work shall be assigned in order to employees who are currently on the job and present for duty, other employees who are qualified for the job and present for duty, qualified employees who are not at work, and finally qualified employees who are on leave. In addition, as much advance notice as possible will be given to affected employees. In the event that the overtime requirement is for 2 or more hours and the employee is to work immediately after his normal tour, a 15-minute break may be authorized prior to commencement of overtime.

Section 2.2. In an emergency situation, the employee who is called back by the Employer:

- Will receive not less than 2 hours overtime pay; and
- Will be authorized a 15-minute break from wage schedule work that is hazardous or that requires continual or considerable physical exertion after working 2 or

more hours of overtime without a break immediately before the commencement of the employee's regular tour of duty.

Section 3.0. Travel Hours of Work.

Section 3.1. Normally, all temporary duty (TDY) travel will be scheduled during the basic work week. However, when such travel is required to be performed outside the basic work week and the requirement results from an event which cannot be scheduled or controlled administratively, such travel will be compensated as outlined under applicable regulations.

Section 3.2. The current rules on travel hours of work depend on whether an employee is exempt or non-exempt from the FLSA. For all employees, the crediting of travel time as hours of work is governed under 5 USC 5542(b)(2), 5 USC 5544(a) and 5 CFR 550.112(g) and (j). For FLSA non-exempt employees, travel time is also credited if it is qualifying hours of work under OPM's FLSA regulations (5 CFR 551.401(h) and 5 CFR 551.422).

Section 4.0. Overtime Compensation.

Section 4.1. FLSA Non-Exempt General Schedule (GS) Employees and Wage Grade (WG) Employees. The employee will be compensated for all approved overtime worked. These employees may request compensatory time or credit hours in lieu of overtime pay. They cannot be required to earn compensatory time in lieu of overtime pay.

Section 4.2. FLSA Exempt GS Employees. The employee will be compensated for all overtime officially ordered, approved and worked. Agencies may require that an FLSA exempt employee receive compensatory time off in lieu of overtime pay for irregular or occasional overtime work, but only for an FLSA exempt employee whose rate of basic pay is above the rate for GS-10, step 10.

Section 4.3. Rate of Overtime Pay. For an employee with a rate of pay greater than GS-10, step 1, the overtime hourly rate is the greater of the hourly rate of pay for GS-10, step 1, multiplied by 1.5, or the employee's hourly rate of pay. All other employees earn overtime pay at their hourly rate multiplied by 1.5.

Section 5.0. Compensatory Time. Supervisors and employees have a joint responsibility for scheduling and using accrued compensatory time. Accrued compensatory time off must be used within 26 pay periods from the date it was earned. Supervisors may direct employees to schedule and use accrued compensatory time prior to the 26th pay period. IAW 5 CFR 550.114(d), if not used within 26 pay periods, the Employer may direct the employee to:

- Receive payment for such unused compensatory time off; or
- Forfeit the unused compensatory time off, unless the failure to take the compensatory time off is due to an exigency of the service beyond the employee's control.

Section 6.0. Standby Duty (5 CFR 551.431(a)).

Section 6.1. An employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his or her duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications.

Section 6.2. An employee is not considered restricted for "work-related reasons" if, for example, the employee remains at the post of duty voluntarily, or if the restriction is a natural result of geographic isolation or the fact that the employee resides on the installation.

Section 7.0. On-Call Status (5 USC 551.431(b)). An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

- The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within reasonable call-back radius; or
- The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

ARTICLE 20. ENVIRONMENTAL DIFFERENTIAL PAY

Section 1.0. When the Employer or the Union determines that there is a need to establish additional percentages or categories of environmental differential pay beyond those established in 5 CFR 532 Subpart E Appendix A and 5 CFR 532.511, the initiating party will notify the other of such proposed changes. Within 30 calendar days of receipt of the proposal, the parties will meet for the purpose of discussing the proposal. The Employer agrees to include the Union comments regarding the justification with the submission of a proposal for approval.

Section 2.0. Environmental differential pay (EDP) for Federal Wage System employees and hazardous duty pay (HDP) for GS employees are additional pay for exposure to hazards, physical hardships, or working conditions of an unusually severe nature that cannot be eliminated or significantly reduced by preventive measures, including the use of safety equipment and protective clothing.

Section 3.0. EDP and HDP are not substitutes for safe practices. EDP and HDP are not paid for the customary hazards of a trade or craft, nor authorized if the employee refuses to apply the safety measures provided by the Employer.

ARTICLE 21. WITHIN GRADE INCREASES (WGIs)

Section 1.0. Advancement in pay, called a WGI, is provided for GS and Federal Wage System (WG, Wage Leader (WL), and Wage Supervisor (WS)) employees whose most recent performance appraisal is at an acceptable level of competence and who have met the prescribed length of service in grade (waiting period) IAW 5 CFR 531.405 (GS employees) or 5 USC 5343(e)(2) (for Federal Wage System employees).

Section 2.0. If the employee's most recent performance appraisal is not at an acceptable level thereby causing the WGI to be withheld, the employee may be given not less than 120 calendar days to improve performance to an acceptable level prior to the Employer conducting a new performance evaluation.

Section 3.0. An employee who is denied a WGI may appeal to Merit Systems Protection Board (MSPB). The denial of a WGI cannot be grieved under the terms of this agreement.

CHAPTER 5. WORKING CONDITIONS

ARTICLE 22. FITNESS FOR DUTY EXAMINATIONS

Section 1.0. Ordered Examinations. The Employer may order an employee to undergo a medical examination as described below (5 CFR 339.301).

Section 1.1. A routine pre-appointment examination is appropriate only for a position which has specific medical standards or physical requirements, or is covered by a medical evaluation program.

Section 1.2. The Employer may require an individual who occupies a position which has medical standards or physical requirements or which is part of an established medical evaluation program, to report for a medical examination:

- Prior to appointment or selection (including reemployment on the basis of full or partial recovery from a medical condition);
- On a regularly recurring, periodic basis after appointment; or
- Whenever there is a direct question about an employee's continued capacity to meet the physical or medical requirements of a position.

Section 1.3. The Employer may require an employee who has applied for or is receiving continuation of pay or compensation as a result of an on-the-job injury or disease to report for an examination to determine medical limitations that may affect placement decisions.

Section 1.4. The Employer may require an employee who is released from his or her competitive level in a reduction in force to undergo a relevant medical evaluation if the position to which the employee has reassignment rights has medical standards or specific physical requirements which are different from those required in the employee's current position.

Section 1.5. Psychiatric Examinations.

Section 1.5.1. The Employer may order a psychiatric examination (including a psychological assessment) only when the result of a current general medical examination which the Employer has the authority to order under this section indicates no physical explanation for behavior or actions which may affect the safe and efficient performance of the individual or others; or a psychiatric examination is specifically called for in a position having medical standards or subject to a medical evaluation program.

Section 1.5.2. A psychiatric examination or psychological assessment authorized under Section 1.5.1. above must be conducted IAW accepted professional standards, by a licensed practitioner or physician authorized to conduct such examinations, and may only be used to make legitimate inquiry into a person's mental fitness to successfully perform the duties of his or her position without undue hazard to the individual or others.

Section 2.0. Offered Examinations. The Employer may, at its option, offer a medical examination (including a psychiatric evaluation) in any situation where the Employer needs additional medical documentation to make an informed management decision. This may include situations where an individual requests for medical reasons a change in duty status, assignment, working conditions, or any other benefit or special treatment (including reasonable accommodation or reemployment on the basis of full or partial recovery from a medical condition) or where the individual has a performance or conduct problem which may require Employer action. Reasons for offering an

examination must be documented. An offer of an examination shall be carried out and used IAW 5 CFR 339 Subpart C.

Section 3.0. Examination Procedures.

Section 3.1. When the Employer orders or offers a medical examination under this article, it must inform the employee in writing of its reasons for doing so and the consequences of failure to cooperate. (A single notification is sufficient to cover a series of regularly recurring or periodic examinations ordered under this article.)

Section 3.2. The Employer designates the examining physician or other appropriate practitioner, but must offer the individual an opportunity to submit medical documentation from his or her personal physician or practitioner. The Employer must review and consider all such documentation supplied by the individual's personal physician or practitioner.

Section 4.0. Payment for Examination.

Section 4.1. The Employer shall pay for all examinations ordered or offered, whether conducted by the Employer's physician or the employee's physician, if the employee's physician is designated by the Employer as the examining physician. Employees must pay for any medical examinations that are conducted by a private physician (or practitioner) where the purpose is to provide additional medical documentation for consideration by the Employer's designated examining physician (5 CFR 339.304).

Section 4.2. Employees must pay for any medical examination conducted by a private physician (or practitioner) where the purpose is to secure a benefit sought by the applicant or employee.

ARTICLE 23. REASONABLE ACCCOMMODATION

Section 1.0. The Employer is committed to providing reasonable accommodations to its employees with disabilities in order to ensure that all individuals have full access to equal employment opportunity, and is committed to providing a prompt, fair, and efficient process for responding to reasonable accommodation requests.

Section 2.0. Reasonable accommodations are mandated by the Rehabilitation Act of 1973 as amended; EO 13164; 42 USC 12101 et seq; 47 USC 611; 29 USC 791 et seq; and 29 CFR 1630. All requests for reasonable accommodation will be processed IAW U.S. Army Procedures for Providing Reasonable Accommodation for Individuals with Disabilities.

Section 3.0. Employees may request a reasonable accommodation through their supervisor, CPAC, or the Disability Program Manager at the EEO Office. The initial

request may be verbal or written. If the initial request cannot be granted by the supervisor, employees will follow up with written confirmation of the request through the Disability Program Manager and will provide appropriate medical documentation supporting the need for accommodation.

Section 4.0. If the Employer does not have sufficient funds to support a valid request for reasonable accommodation, the Disability Program Manager will seek funding through appropriate channels.

Section 5.0. The supervisor will notify the employee of the status of the request for reasonable accommodation within 30 business days of the written confirmation of the request and receipt of medical documentation, whichever is later.

ARTICLE 24. TELEWORK

Section 1.0. Telework is an alternative work arrangement defined in 5 USC 6501 that permits eligible employees to perform officially assigned duties at an approved alternative worksite. The Telework Enhancement Act (5 USC 65) requires each Federal agency to establish a policy under which eligible employees can telework; mandates that each agency determine and notify employees of their eligibility to participate in telework; requires that eligible employees complete telework training prior to signing a telework agreement; and outlines reporting and monitoring requirements. The act does not mandate telework or promote telework for its own sake; it encourages an increase in the use of telework for employees that the agency determines are eligible for telework, but only for those eligible employees who choose to do so. Participation in telework may be terminated if the employee is not performing at the fully successful level (level 3) under TAPES. Furthermore, telework arrangements may be terminated if the employee's conduct has resulted in disciplinary action within the last year, or if the arrangement no longer meets the needs of the organization. Telework is not an employee entitlement, but a management decision. Decisions to allow telework are made locally, and must be in line with the supervisor's and command's direction. Denial or cancellation of a telework agreement is excluded from the negotiated grievance procedure.

Section 2.0. The telework program for bargaining unit employees under this agreement will be administered IAW the applicable activity policy. The activity's telework policy will, at a minimum, meet the statutory, OPM, and HQDA requirements outlined above.

ARTICLE 25. SAFETY, HEALTH AND WELLNESS

Section 1.0. General.

Section 1.1. The Employer will provide and maintain conditions and places of employment that are free from recognized hazards and unhealthful working conditions, consistent with the applicable laws, EOs, and regulations.

Section 1.2. The Union will support the Employer's efforts to acquaint all employees with their safety and health responsibilities. Employees will notify the supervisor promptly when it is believed that the duties being performed endanger safety or health. An employee can decline to perform an assigned task if the employee has a reasonable belief, under the circumstances, that the task poses an imminent risk of death or serious bodily harm in conjunction with the belief that there is insufficient time to address the issue through normal hazard reporting and abatement procedures (29 CFR 1960.46(a)).

Section 1.3. More stringent local alternatives to Occupational Safety and Health Administration (OSHA) or HQDA standards may be initiated by the Employer for approval by their safety office. The Employer will notify the Union when local alternative standards are implemented.

Section 2.0. Personal Protective Equipment (PPE).

Section 2.1. The Employer will furnish PPE at no cost to employees when it is determined that such equipment is necessary for the work to be done safely; examples include safety glasses, hard hats, safety shoes, and protective clothing. The employee will not be required to work without appropriate PPE when the Employer determines it is necessary. It is the employee's responsibility to use the provided PPE.

Section 2.2. IAW CAC & FT LVN Regulation 385-1, Safety, supervisors are required to conduct a job hazard analysis to identify hazards and implement countermeasures; an annual review is required between the supervisor and the employee. These assessments will also evaluate the need for and feasibility of engineering controls or other devices designed to reduce workplace injuries and illnesses or eliminate the need for PPE (29 CFR 1910.132).

Section 2.3. The employee may elect to purchase PPE. The Employer shall be responsible to verify the PPE is adequate, including proper maintenance and sanitation of such equipment.

Section 2.4. The Employer is not required to pay for:

- Everyday clothing, such as long-sleeve shirts, long pants, street shoes, and normal work boots; or
- Ordinary clothing, skin creams, or other items used solely for protection from weather, such as winter coats, jackets, gloves, parkas, rubber boots, hats, raincoats, ordinary sunglasses, and sunscreen.

Section 3.0. Safety and Health Inspections.

Section 3.1. The term “inspection” means a comprehensive survey of all or part of a workplace in order to detect safety and health hazards. Inspections are normally performed during regular work hours, except as special circumstances may require. Inspections do not include routine, day-to-day visits by occupational safety and health personnel, or routine workplace surveillance of occupational health conditions.

Section 3.2. If a bargaining unit employee reports any unsafe or unhealthy condition to their supervisor, a Union representative shall be given the opportunity to accompany the designated Safety Officer, Fire Inspector, or OSHA Compliance Officer during their inspection of the workplace. An Activity Director/Commander or their designated representative may deny the right of accompaniment to any person who, in their judgment, will interfere with the inspection IAW AR 385-10 Army Safety Program. Mere presence of a person would not prevent an inspector from objectively inspecting the area. The intent of the regulation is to allow a representative of the official in charge of a workplace and a representative of employees of the workplace to accompany safety and health inspectors during the physical inspection of any workplace. The safety and health inspector may deny the participation of either of these individuals if they interfere with the safety and health inspector’s “fair and orderly inspection”. Denial of participation because the area is unsafe is not covered in 29 CFR 1960, however, the safety of any individual accompanying the inspector is always a consideration.

Section 4.0. Occupational Health.

Section 4.1. Medical surveillance examinations will be provided to employees exposed to health hazards in the work environment.

Section 4.2. Job-related health screening will be provided by the Employer.

Section 4.3. Where increased risk of infection related to potential job hazards exists, the Employer will notify employees who work in the area of risk and provide appropriate immunizations.

Section 4.4. The Employer agrees to take actions necessary to prevent unsafe or unhealthy working conditions resulting from extreme conditions in the office work environment.

Section 4.5. The Employer agrees to ensure that employees are not subjected to harmful concentrates of chemicals, chemical vapors, or chemical irritants without adequate ventilation or proper protective equipment. If an employee believes such a condition exists, the employee will notify their supervisor. The supervisor/building coordinator will contact the work order desk and request a survey of the worksite be

conducted. The employee should be removed from the workplace unless cleared by the appropriate authority.

Section 4.6. Supervisors will assure employees are instructed annually concerning heat and cold injury prevention in relation to their assigned duties. The Employer will consider physical and health conditions of employees prior to work assignments in hot or cold work environments which could adversely affect the health of the employee.

Section 5.0. Employee Health and Wellness. The Army may periodically offer programs designed to encourage employee physical fitness and healthy habits. These programs may allow for limited excused absence for employees to participate in organized fitness programs, if mission requirements permit. Employees must obtain supervisory approval for each absence.

Section 6.0. Hazardous Communication Program. To the extent possible, the Employer will maintain a hazardous communication program IAW 29 CFR 1910.1200 and CAC & FT LVN Regulation, 385-1. An inventory of hazardous chemicals will be maintained at the work site. Employees will receive training on the hazardous chemical to which they may be exposed. Employees wishing to discern their potential exposure to hazardous chemicals, such as toxins and carcinogens, will contact their immediate supervisor or their safety office for advice and assistance.

Section 7.0. Safety Training.

Section 7.1. To the extent possible, all required safety and health training will be accomplished.

Section 7.2. Plans shall be made for the emergency evacuation of buildings and facilities. These plans shall include emergency escape route procedures and procedures to account for all employees after emergency evacuation. Emergency evacuation plans will be prominently displayed at all buildings.

Section 8.0. On-the-Job Injuries.

Section 8.1. All employees will report all on-the-job injuries immediately to their supervisor. If the immediate supervisor is unavailable, the employee will notify the acting supervisor or the next level above the immediate supervisor. An employee who sustains a traumatic on-the-job injury that requires medical treatment should obtain care as soon as possible. The Army Benefits Center – Civilian Injury Compensation Branch (ABC-C ICB) or supervisor may issue a Form CA-16 as appropriate to authorize such treatment. If an emergency, the supervisor or ABC-C ICB may authorize medical treatment by telephone. If the employee has reported an injury several days after the

fact or did not request medical treatment within 24 hours of the injury, the supervisor may still authorize medical care, but must use discretion under these circumstances.

Section 8.2. The Federal Employees' Compensation Act (FECA) provides compensation benefits to Federal civilian employees who sustain a work-related injury or occupational disease while in the performance of duty. FECA also provides compensation benefits to surviving dependents, if a work-related injury or disease causes the death of an employee. The program is administered by the Department of Labor (DOL), Office of Workers' Compensation Programs (OWCP). Decisions to accept or deny claims are made by the DOL, not the Employer.

Section 8.3. Currently, claims for FECA benefits are processed by the ABC-C ICB to centralize the Army Injury Compensation Program (these procedures are subject to change). The employee reports the work-related injury or occupational illness/disease to the supervisor. Procedures for employees and supervisors to jointly complete the necessary paperwork are located at www.abc.army.mil.

ARTICLE 26. VIOLENCE IN THE WORKPLACE

Section 1.0. The Employer and the Union are strongly committed to providing a safe and healthy work environment that is free from violence (physical or verbal), or other forms of expression or behavior which could be interpreted by a reasonable person to communicate a threat to self or others.

Section 2.0. Any team or committee established by the Employer for the prevention of workplace violence may include a representative from the Union.

ARTICLE 27. SURVEILLANCE CAMERAS

Section 1.0. Employees should be aware surveillance cameras are in use on the installation and at all garrison facilities. Surveillance cameras will be primarily used for physical security, safety and investigation purposes, but may also be used as evidence in disciplinary actions, accounting for classroom attendance, and other purposes.

Section 2.0. Employees should normally expect that surveillance cameras will not be used in private areas such as restrooms and locker rooms.

Section 3.0. Whenever surveillance camera footage is used as evidence in a disciplinary action against a bargaining unit employee, the employee and their Union representative, if any, will be given access to view that footage related to the proposed disciplinary action.

ARTICLE 28. EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1.0. The EAP is available to employees who are having personal problems that may be affecting their job performance. For informational purposes, the EAP currently provides short-term counseling, assessment, and referral of employees struggling with substance abuse problems, emotional and mental health problems, marital and family problems, financial problems, and dependent care concerns. Initial counseling sessions are conducted during duty hours at no cost to the employee. Employees may contact the EAP directly. However, employees must coordinate their absence with their supervisor prior to visiting EAP.

ARTICLE 29. DRESS CODE

Section 1.0. Employees will present a neat and clean appearance. Employees will comply with dress and grooming standards, as established by the supervisor, based on type of position occupied, comfort, productivity, health, and safety.

Section 2.0. Any management requirement for specific civilian dress and appearance must be based on a clear showing that the prohibited dress contributes to an unsafe, unhealthy, nonproductive, or disruptive work environment.

Section 3.0. If a supervisor requires a specific dress code policy, the policy must be in writing and the Union must be notified and given the opportunity to respond.

ARTICLE 30. PARKING

Section 1.0. The most efficient use of existing on-and-off street parking space should be stressed on a non-reserved (first-come, first-served) basis.

Section 2.0. Employees' parking will be within a reasonable distance from their normal worksite.

Section 3.0. The Employer will ensure handicap parking spaces will be made available.

ARTICLE 31. CONTRIBUTIONS AND SOLICITATIONS

Section 1.0. The Union agrees to cooperate with the Employer in voluntary charity drives and to lend its support to these worthy causes.

Section 2.0. In conducting these drives, which include the Combined Federal Campaign, the Army Emergency Relief annual campaign, and other OPM-approved campaigns such as emergency or disaster relief, the parties will be guided by AR 600-29 (Fund-Raising within the Department of the Army) and other appropriate regulations. Specifically, the principle of true voluntary giving is fundamental to fund-raising activities

and will be practiced during authorized fund-raising activities. Any fund-raising activity that involves compulsion or coercion is prohibited. Each bargaining unit member has the following rights:

- To give or not give as the individual chooses;
- To disclose his or her contribution or keep it confidential; and
- To participate or not to participate in any promotional event and activity.

Section 3.0. Organizations may also authorize informal funds and fundraisers for purposes such as office coffee, cup and flower, annual organization day, etc., for the benefit of their own members. Other practices may include solicitation of nominal donations for special occasions, such as retirements; such activities must also adhere to the principle of true voluntary giving.

Section 4.0. Fund-raising in a personal capacity is prohibited in the workplace.

Section 5.0. Employees may serve as candidates for any variety of medical donor programs, including blood, bone marrow, and organ donor/transplantation programs. These programs are completely voluntary.

ARTICLE 32. EMPLOYEE SUGGESTIONS

Section 1.0. Any employee may submit a suggestion on any idea intended to accomplish a job better, faster, and/or cheaper; to simplify or improve operations, tools, methods, procedures, layouts, or organization; to increase individual or group productivity or manpower utilization; to conserve materials or property; to promote health or improve working conditions; to substantially reduce the likelihood of serious accidents; and to improve morale in terms of desirable and feasible personnel services, personnel policy and practice. Suggestions should be submitted through the employee's supervisory chain.

Section 2.0. Employees may also submit comments or suggestions through Interactive Customer Evaluation (ICE) or similar customer evaluation program.

ARTICLE 33. ENERGY CONSERVATION

Section 1.0. The Union and Employer agree to cooperate fully in the interest of energy conservation. In this effort, the Union will actively promote the Energy Conservation Program, encourage employees to actively participate in the program, and submit suggestions which will conserve energy and increase the effectiveness of the Energy Conservation Program. The Employer will give full, fair and impartial consideration to such suggestions.

ARTICLE 34. EMPLOYEES' INTERACTION WITH CONTRACTORS

Section 1.0. A contractor in the workplace is defined as a non-government employee working on site under an ongoing Government contract.

Section 2.0. Interaction between bargaining unit employees and contractors in the workplace will be governed by Federal contract laws. A bargaining unit employee with questions or concerns regarding contractors in the workplace should address those issues to their supervisor for resolution with the contracting officer's representative.

CHAPTER 6. WORKFORCE SHAPING

ARTICLE 35. CONTRACTING OUT

Section 1.0. The Union and the Employer agree that decisions regarding commercial activities (OMB Circular A-76) and contracting out of other work performed by members of the bargaining unit are at the discretion of the Employer and higher authority.

Section 2.0. The Employer agrees to inform the Union of any proposed commercial activities reviews for which the Employer has knowledge and that may result in the contracting out of work and the elimination of bargaining unit positions. The Employer will provide the Union with milestone schedules, requests for proposals, and invitations for bid which do not interfere with confidentiality requirements and the internal deliberation process for all commercial activities reviews that impact on bargaining unit positions. The Employer will provide the Union an opportunity to review and comment on proposed performance work statements. A reasonable amount of official time, dependent on the complexity of the study, will be made available to the Union to perform such reviews.

ARTICLE 36. REDUCTION IN FORCE (RIF)

Section 1.0. General.

Section 1.1. A RIF occurs when an employee is released from his/her competitive level by separation, demotion, furlough for more than 30 continuous days or 22 discontinuous workdays, or reassignment requiring displacement. This may result from lack of work or funds, insufficient personnel ceiling, reorganization, reclassification due to change in duties, or the need to place an individual exercising reemployment or restoration rights.

Section 1.2. A transfer of function occurs when a function ceases in one competitive area, and moves to one or more other competitive areas that do not perform the

function at the time of transfer. A transfer of function also occurs when the entire competitive area moves to a different local commuting area without any additional organizational change. When a transfer of function results in a RIF, the Employer will use RIF procedures to adjudicate personnel actions.

Section 1.3. The Employer establishes competitive areas by organizational units and geographic locations.

Section 1.4. A RIF will be conducted IAW 5 CFR 351 and comply with all government-wide regulations and this agreement.

Section 2.0. Mitigating Impacts of RIF. To avoid a RIF or minimize the adverse effect of RIF, the Employer shall make every reasonable effort to achieve the necessary personnel reductions by utilizing RIF alternatives such as attrition, early retirement, or assignment to vacancies within the competitive areas for which affected employees qualify and to which they can be assigned without loss of efficiency.

Section 3.0. Information to Be Provided to the Union.

Section 3.1. The Employer will work in close coordination with the Union and will notify the Union of any RIF as far in advance of notification to affected employees as possible. The information to be provided to the Union will include:

- The specific reasons why the Employer considers a RIF to be necessary;
- The competitive area in which the RIF will be conducted;
- Number, types and grades of positions affected; and
- The proposed effective date.

Section 3.2. As information becomes available and verified, the Union will be provided updates in writing stating the reason for the RIF, the proposed effective date of the action, and the numbers, types and grades of positions affected.

Section 4.0. Information Provided to Employees.

Section 4.1. Employees will be notified of any opportunities for Voluntary Early Retirement Authority (VERA) or Voluntary Separation Incentive Program (VSIP) prior to any RIF.

Section 4.2. The Employer will provide information needed by employees to understand the RIF and why they are affected. Specifically, the Employer shall:

- Inform employees as fully and as soon as possible of plans or requirements for RIF; and

- Inform employees of the extent of the affected competitive area, the regulation governing RIF, and the kinds of assistance provided for affected employees.

Section 5.0. Employee Personnel Records.

Section 5.1. Employee Verification. As far in advance as possible of an anticipated RIF, the Employer will notify employees of the need to review their records which will be considered during a RIF to ensure that these records are complete and accurate. This notice will advise employees to ensure that their records are up to date concerning:

- Veterans preference;
- Relevant performance ratings of record;
- All periods of federal civilian and military service;
- Completed training;
- Current licenses and certifications; and
- Experience gained outside Federal service.

Section 5.2. The Employer will expeditiously address any discrepancies raised by the employee.

Section 6.0. Use of Vacant Positions.

Section 6.1. Filling Vacancies. In order to minimize displacement actions that would result from a RIF, the Employer will be diligent in searching for vacancies and may offer reassignments to vacant positions to qualified employees that are impacted by RIF actions. The Employer should refrain from filling vacant positions through outside hiring or through promotion as long as there are employees facing separation in the RIF who are both qualified and available to fill that position; however, this does not restrict management's right to hire.

Section 6.2. Waiving Qualifications. The Employer may waive OPM qualifications standards and requirements, except for a minimum education requirement, to assign an employee to a vacancy when the Employer determines that the employee has the capacity, adaptability, and/or special skills needed to satisfactorily perform the duties and responsibilities of the position. This waiver may not be used to assign an employee to a position of higher grade than the current position held.

Section 7.0. Services to Employees Affected by a RIF.

Section 7.1. Employee Information. The Employer will be diligent in providing employees affected by a RIF with all benefits, programs, and opportunities available

under law and regulation (i.e., state employment service, Reemployment Priority List, OPM placement programs, DOD Priority Placement Program, etc.).

Section 7.2. Severance Pay. The Employer will notify all employees who are separated in a RIF if they are eligible to receive severance pay under law and regulation. Those who are eligible to receive severance pay will get an estimate of the amount of severance pay that they will receive, and information on how these payments will be made.

Section 7.3. Authorized Administrative Leave and Excused Absence. Employees under notice of separation or change to lower grade for any reason except personal cause may be granted excused absence for job searches and interviews. Employees competing for positions within the DOD may also be granted excused absence for merit placement interviews. This provision does not cover travel time to job searches and interviews outside the commuting area. Employees under notice of separation may be granted reasonable administrative leave to apply for state unemployment benefits.

Section 8.0. Union Participation in the RIF Process.

Section 8.1. The Union will be offered an opportunity to provide a representative to be present as entitlements are made and RIF placements are determined.

Section 8.2. Maintaining Confidentiality. The Union representative with access to RIF information will maintain confidentiality and will be required to sign a confidentiality statement to that effect. This representative may share information regarding general RIF processes and procedures with Union officials without divulging specific individual impacts.

CHAPTER 7. DISPUTE RESOLUTION

ARTICLE 37. DISCIPLINARY ACTIONS

Section 1.0. The Employer and the Union agree that disciplinary actions may be taken for only just and sufficient cause and should be progressive in nature, depending on the severity of the offense.

Section 2.0. The disciplinary process covers a wide range of alternatives and includes informal and formal actions (e.g., oral admonishment, written warning, letter of reprimand, and suspension of 14 calendar days or less).

Section 3.0. The Employer agrees to informally discuss with the employee the basis for any proposed disciplinary action, prior to its being reduced to writing. Based on the

Weingarten Rights (see article 6 section 2.2.), the employee may request Union representation when the employee reasonably believes that disciplinary action may be considered. The Employer will carefully consider the employee's view and inform the employee of the decision.

Section 4.0. The Union agrees representation will be available to employees within 3 business days of the request and written designation of representation will be provided by the employee to the Employer prior to the appearance of the representative on the employee's behalf. If the representative cannot be released by their supervisor, the matter will be postponed until the representative can be made available, not to exceed 3 business days, otherwise the Union will make other arrangements.

Section 5.0. A Union representative must request from their supervisor, and receive approval for official time to prepare for and attend disciplinary action meetings.

ARTICLE 38. ADVERSE ACTIONS

Section 1.0. The Employer agrees that adverse personnel actions (including those that are disciplinary in nature) under 5 USC 75 will be taken only for just and sufficient cause and for such reasons as to promote the efficiency of the service. Actions taken for discipline must not be arbitrary or capricious; the penalty must not be clearly excessive in relation to the offense, and must not otherwise be unreasonable.

Section 2.0. Adverse actions under 5 USC 75 are removals, suspensions of more than 14 calendar days, reductions in pay or grade, or furloughs of 30 calendar days or less.

Section 3.0. The Employer agrees to give a 30 calendar day written notice of the proposed action to the employee unless the circumstances require the application of a reduced reply period or exception to the reply period in accordance with government-wide regulations such as those found in 5 C.F.R. 752.404(d)(1) and (2), respectively.

Section 4.0. A copy of all documentation used to support an adverse personnel action will be furnished to the employee at the time the employee receives written notification. Pertinent regulations involved in the case will be made available to the employee or his/her designated representative upon request.

Section 5.0. The employee is entitled to respond orally and/or in writing to the proposed adverse action. The employee who receives a proposal of adverse personnel action may request a Union representative to assist him/her in preparation of a verbal and/or written reply. In such cases, both the employee and a designated representative will be allowed a reasonable amount of duty time to research, prepare, and present a reply.

Section 6.0. The Employer will address the final decision in writing to the employee as soon as possible after the close of the notice period except in those instances in which

there are compelling reasons that could impact adversely on fairness to the employee or efficiency of the service.

Section 7.0. An employee has the right to appeal any of the adverse actions listed in this article to the Merit Systems Protection Board (MSPB), or to grieve the action through the procedures outlined in the grievance article (article 39), but not both. An employee's election, once made, is final.

Section 8.0. If the employee chooses the MSPB appeal process, the employee may request Union representation or may choose any person to serve as their representative before the MSPB. The designation must be in writing and signed by the employee. However, as the exclusive representative of the bargaining unit, the Union may also choose to attend open MSPB hearings even if the employee does not choose Union representation, in order to stay abreast of decisions regarding conditions of employment. Hearings are open to the public unless specifically closed by the MSPB administrative judge hearing the case.

ARTICLE 39. NEGOTIATED GRIEVANCE PROCEDURE

Section 1.0. The purpose of this article is to provide a mutually acceptable method for settlement of grievances. This is the exclusive negotiated grievance procedure available to the Employer, the Union, and employees in the bargaining unit for resolving grievances.

Section 2.0. A grievance refers to a complaint or dispute by:

- An employee(s) or the Union concerning any matter relating to the employment of the employee; or
- An employee, the Union, or the Employer concerning the interpretation or application of this agreement or any claimed violation, misinterpretation or misapplication of law, rule, or regulation affecting bargaining unit employee conditions of employment.

Section 3.0. A grievance under this article may be initiated by:

- An employee in the bargaining unit, or group of employees in the bargaining unit, on their own behalf;
- The Union, on its own behalf or on behalf of any employee or group of employees in the bargaining unit; or
- The Employer, as represented by an Activity Director/Commander.

Section 4.0. Representation.

Section 4.1. Employees filing a grievance under this procedure may represent themselves, be represented by the Union, or designate a representative of their choice. Such representation must be designated in writing by the employee, with a copy provided to CPAC. Employees may not be represented by supervisors or management officials, or other employees when such representation would result in a conflict of interest, as determined by the Ethics Counselor at the Staff Judge Advocate.

Section 4.2. A written designation of representation signed by the employee must accompany a grievance filed by the Union on behalf of a bargaining unit employee. The written grievance will include the employee's authorization for the Union to file the grievance on the employee's behalf. An employee or group of employees in the bargaining unit may present their own grievance and have it adjusted without the intervention of the Union, as long as the adjustment is consistent with the terms of this agreement, and the Union has been provided an opportunity to be present during the grievance proceedings.

Section 5.0. Grievance Procedure. Grievances submitted under this procedure must be presented in writing, with a copy provided to CPAC. Grievances must identify the specific basis for the grievance and provide explanation of the corrective action sought. Grievances submitted by the Union must be signed by the Union President. Time limits for responding to a grievance (see table summary below) start the first full calendar day following receipt of the grievance. Any time limit stated in this article may be extended by mutual agreement among the aggrieved employee(s), the Employer, and the Union. Time limits will automatically be extended to the next business day when a filing or a decision is due on a holiday or weekend. The time limits for any step of the grievance process will be extended when the deciding official with authority to resolve the grievance is on TDY or leave. If either party is on extended leave, an alternate deciding official or Union representative will be designated so as not to delay the grievance process.

Section 5.1. Step 1. A Step 1 grievance may be initiated no later than 15 calendar days from the date of the act or decision giving rise to the grievance, or no later than 15 calendar days from the date the grievant becomes aware of the incident giving rise to the grievance. Grievances resulting from a continuing condition may be presented at any time. The aggrieved person must present the grievance in writing to their immediate supervisor. If the immediate supervisor is able to resolve the grievance a memorandum will be furnished to all parties concerned within 15 calendar days. If the supervisor does not have the authority to resolve the grievance, a meeting will be scheduled with the employee(s), the designated representative (if any), and the management representative with the authority to resolve the grievance. Within 15 calendar days of receipt of the written grievance, the Step 1 deciding official will prepare a Step 1 decision memorandum for record, to summarize the grievance, the

consideration accorded it, the conclusions reached, and the course of action decided upon. A copy of the memorandum will be furnished to all parties concerned. If a mutually satisfactory grievance resolution is reached, the matter will be considered closed.

Section 5.2. Step 2. If the grievance is not resolved at the first step, the employee(s) may present a Step 2 grievance in writing to the next higher level management official with authority to resolve the grievance no later than 7 calendar days after receipt of the Step 1 decision. If needed, the step 2 management official will make arrangements to meet with the employee(s) and designated representative (if any). The Step 2 deciding official will prepare a decision memorandum within 15 calendar days of receipt of the Step 2 grievance. The memorandum will summarize the grievance, the consideration accorded it, the conclusions reached, and the course of action decided upon. A copy of the memorandum will be furnished to all parties concerned. If a mutually satisfactory grievance resolution is reached, the matter will be considered closed.

Section 5.3. Mediation (Optional). Prior to initiation of a Step 3 grievance, the employee(s) may elect to refer the grievance to mediation. Such request must be submitted in writing to the CPAC no later than 7 calendar days following receipt of the Step 2 decision. Mediation sessions will be coordinated by the CPAC with Federal Mediation and Conciliation Service (FMCS). If mediation results in resolution, a grievance resolution memorandum for record will be signed by the parties, and the matter will be considered closed. If mediation does not result in resolution, the employee(s) may submit a Step 3 grievance in writing within 7 calendar days following the conclusion of the mediation session.

Section 5.4. Step 3. If the grievance is not resolved at Step 2 or through mediation, the employee(s) may submit a Step 3 grievance in writing to the appropriate Activity Director/Commander or the equivalent no later than 7 calendar days after receipt of the Step 2 decision or final mediation session. A grievance file will be prepared and provided to the Union for comment within 7 calendar days of receipt of the Step 3 grievance. The Union may add comments/ information not already contained in the grievance file for consideration by the Step 3 deciding official. The Union will return the grievance file to the CPAC within 7 calendar days of receipt. The CPAC will refer the grievance file, including Union comments, to the Activity Director/Commander or equivalent within 15 calendar days of receipt of the grievance file from the Union. The final written decision will be issued within 30 calendar days after receipt of the grievance file. If the Step 3 decision resolves the grievance, the matter will be considered closed. If the Activity Director's/Commander's decision does not result in resolution, the grievance may be submitted to arbitration (see article 40) upon written request by either the Union or the Employer not later than 15 calendar days after receipt of the Step 3 decision.

Section 6.0. An employee may be allowed a reasonable amount of duty time, subject to supervisory approval, to prepare and present a grievance. An employee is not entitled to use overtime, compensatory time, or other government resources to prepare their grievance.

Section 7.0. Exclusions. Except as otherwise provided for in this agreement, matters excluded by law or regulation or for which a statutory appeal right exists are excluded from coverage under this grievance procedure, to include:

- (1) any claimed violation of subchapter III of chapter 73 of 5 U.S.C. (relating to prohibited political activities);
- (2) retirement, life insurance, or health insurance;
- (3) a suspension or removal under section 7532 of 5 U.S.C;
- (4) any examination, certification, or appointment; or
- (5) the classification of any position which does not result in the reduction in grade or pay of an employee.

Section 8.0. A grievance presented under this article may be determined by the parties to be a non-grievable matter when the relief sought by the grievant has been otherwise granted; or, if the personal relief sought by the grievant is inappropriate or impossible.

Section 9.0. Once a grievance has been filed under the grievance procedure, failure of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance to be advanced to the next step of the negotiated grievance procedure. Failure by the employee, the Union or the employee-designated representative to observe the time limits outlined in the grievance procedure agreement will terminate the grievance process, and the subject of the grievance may not be resurfaced as a new grievance.

Section 10.0. A grievant retains the right to withdraw, in writing, the grievance at any time during the grievance procedure.

Section 11.0. Allegations of discrimination may be pursued through the negotiated grievance procedure or the DA EEO complaint process, but not both.

Section 12.0. A grievance based on disciplinary or adverse action may only be filed by the grievant or by the Union on behalf of the grievant, not by the Union on its own behalf.

Section 13.0. Grievance Process for Adverse Actions.

Section 13.1. In compliance with 5 USC 7121(e)(1), an employee may elect to either appeal the following actions to the Merit Systems Protection Board (MSPB) under procedures prescribed by the MSPB, or pursue the matter through the negotiated grievance procedure, but not both. The employee's election, once made, is final. The actions are:

- Removal;
- Suspension for more than 14 days;
- Reduction in grade;
- Reduction in pay; and,
- Furlough of 30 days or less.

Section 13.2. A grievance initiated under this section must be submitted at Step 3 level of the negotiated grievance procedure within 7 calendar days of the effective date of the action. The grievance must be submitted in writing, through CPAC, to the Employer, ATTN: Activity Director/Commander. The appropriate Activity Director/Commander will provide a decision within 30 calendar days after receipt of a grievance. This procedure applies only to the actions covered in section 13.0. of this article.

Section 14.0. Employer/Union Grievances. A grievance initiated by the Employer must be submitted in writing to the President of the Union or his/her designee within 15 calendar days of the act or decision giving rise to the grievance. A grievance initiated by the Union on the Union's behalf will be filed by the Union President in writing through the CPAC Director with 15 calendar days of the act or decision giving rise to the grievance. Employer and Union grievances will include the basis for the grievance, the specific regulatory violation, and the corrective action sought. The Employer and/or the Union will provide the other party a written grievance decision within 30 calendar days following receipt of the grievance.

ARTICLE 40. ARBITRATION PROCEDURES

Section 1.0. This article provides the arbitration procedures for addressing unresolved grievances that have been processed under the provisions of article 39 that arise from the interpretation, application, or violation of this agreement. A request for arbitration may be invoked either by the Union or the Employer or the Union and Employer together. Arbitration cannot be invoked by an individual employee. Arbitration will only be invoked after completion of step 3 of the grievance procedure unless mutually agreed to by both the Union and the Employer. Arbitration cannot be invoked for a dispute that has been pursued under a procedure other than the negotiated grievance procedure in article 39.

Section 2.0. A request for arbitration by the Employer or the Union must:

- Be in writing and addressed to the appropriate Activity Director/Commander, or the President of AFGE Local 738, as appropriate, and a copy provided to CPAC;
- Specify the nature of the grievance, including the specific portion of the negotiated agreement, regulation, law or policy;
- Specify the relief sought; and
- Be submitted within 15 calendar days following receipt of the step 3 decision.

Section 3.0. No later than 15 calendar days from the date of the written request for arbitration, the CPAC will contact Federal Mediation and Conciliation Service (FMCS) for a list of 5 potential arbitrators. The parties to the arbitration and CPAC will meet within 7 calendar days after receipt of a list of qualified people from the FMCS to select an impartial arbitrator, unless both parties agree to extend this timeline. Beginning with the non-invoking party, each party will alternately strike one name from the list until one name remains as the selected arbitrator.

Section 4.0. The arbitrator shall not have the authority to change, alter, amend, modify, add to or delete any terms and provisions of this agreement. All decisions of the arbitrator shall be consistent with the totality of this agreement and HQDA regulations.

Section 5.0. All arbitration hearings will be held at Fort Leavenworth, Kansas, during the regular day shift duty hours of the basic work week.

Section 5.1. The parties agree that only the minimum number of relevant witnesses who have a direct knowledge of the circumstances and factors bearing on the case will be called. Any person who may be called as a witness should not be allowed to sit through the testimony of other witnesses. The list of witnesses to be called will be exchanged between the Employer and the Union at least 7 calendar days prior to the date of the arbitration hearing.

Section 5.2. The grievant, the grievant's representative and necessary DA witnesses shall participate without loss of pay or charge to leave. The Employer will provide video teleconference capabilities for any DA employee grievant/witness whose permanent duty station is outside the Fort Leavenworth commuting area to preclude travel and per diem costs.

Section 6.0. The cost of the arbitrator's fees and any necessary expenses of the arbitrator shall be borne equally by the Employer and Union.

Section 7.0. The arbitrator's decision will be in writing, including a statement of the basis for the decision, and will be furnished concurrently to the Employer and the Union.

If a decision has not been received from the arbitrator within 60 calendar days, the invoking party will pursue the status of the decision from the FMCS.

Section 8.0. The arbitrator's award shall be binding upon all parties except when overturned or modified by the Federal Labor Relations Authority (FLRA) acting upon an exception filed by either party. Either the Employer or the Union may file exceptions to the arbitrator's decision with the FLRA under regulations prescribed by the FLRA Office of the General Counsel. In the event an arbitrator's decision is appealed by either party, the decision shall be held in abeyance until the final ruling of the FLRA is received.

Section 9.0. A reasonable amount of preparation time for arbitration will be granted IAW the provision in article 9, Union Representation.

CHAPTER 8. UNION OPERATIONS

ARTICLE 41. PAYROLL ALLOTMENT FOR WITHHOLDING UNION DUES

Section 1.0. Eligibility. An employee who is a member of the bargaining unit and is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for membership at any time provided:

- The employee has voluntarily completed a Request for Payroll Deductions for Labor Organization Dues (Standard Form (SF) 1187); and
- The employee receives an amount of pay sufficient, after all other legal and required deductions have been made, to cover the full amount of allotment.

Section 2.0. Union Responsibilities.

Section 2.1. The Union will inform and educate members of the bargaining unit on the provisions of initiating or revoking allotments for payment of Union dues and the voluntary nature of such allotments.

Section 2.2. The Union will procure and distribute the SF 1187 to its members of the bargaining unit.

Section 2.3. The Union will verify the employee is a member in good standing and submit the completed SF 1187 to the CPAC.

Section 3.0. Eligibility Determinations. The CPAC will review submitted the SF 1187 to confirm the employee's bargaining unit eligibility. If the requesting employee is eligible, the CPAC will forward the SF 1187 to the Fort Leavenworth Civilian Pay Customer

Service Representative (CSR) for processing within 5 business days of receipt. If the employee is determined not to be eligible for such allotment, the SF 1187 will be returned to the Union with reasons for the determination.

Section 4.0. Dues Allotment.

Section 4.1. Allotted dues will be withheld each pay period in the amount established by the Union. Allotments will be effective the first full biweekly pay period following submission to the CSR. There will be no retroactive deduction for dues.

Section 4.2. If the amount of dues is changed by the Union, the CPAC and CSR and Union dues-paying members will be notified in writing by the President of the Union of the new rate and proposed effective date of the change at least 30 calendar days prior to the effective date. Such changes will not be made more frequently than once every 12 months.

Section 5.0. Cancellation of Dues.

Section 5.1. If the Union loses the required recognition under any of the conditions specified in the law, or if this agreement is legally terminated or suspended, termination will be effective at the beginning of the first pay period after loss of exclusive recognition of this agreement.

Section 5.2. The Union President will provide written notification to the CPAC within 5 business days when an employee has been expelled or is no longer a member in good standing with the Union. The allotment for such an employee will cease the first complete pay period after receipt of the notice.

Section 5.3. An employee may voluntarily cancel their allotment for payment of dues at any time after the first-year anniversary date of dues deduction by submitting a Cancellation of Payroll Deductions for Labor Organization Dues (SF 1188) to the Union or the CPAC. The Union must forward the SF 1188 to the CPAC within 5 business days of receipt. The CPAC will forward the SF1188 to the CSR within 5 business days of receipt and provide a copy to the Union. The voluntary cancellation will be effective the first full pay period after receipt by the CSR.

Section 5.4. In all cases, it shall be the responsibility of the employee to see that the written revocation is received by the CSR on a timely basis.

Section 5.5. The employee will initiate dues withholding cancellation when the employee leaves the bargaining unit as a result of resignation, retirement, promotion, transfer, reassignment, or any other personnel action and provide to the Union and/or the CPAC.

ARTICLE 42. PUBLICITY

Section 1.0. The Employer agrees to provide space for the Union's use on existing employee bulletin boards when requested. Space provided will not exceed 18 inches by 24 inches in size. Material to be posted will not violate the law or appropriate regulations, nor will it relate adversely on or to the Employer.

Section 2.0. The Employer agrees to provide a link to the Union website on the Fort Leavenworth Garrison Website at <http://garrison.leavenworth.army.mil/>. The Union website is www.afge738.org or www.afge738.com.

ARTICLE 43. INFORMATION REQUEST

Section 1.0. All information requests from the Union must be submitted to the CPAC. The CPAC shall provide information, IAW applicable laws, to the Union upon request and identification of particularized need, in order to prepare and present a grievance, complaint, appeal, or any other representational issues. A designation of representation must accompany the request if representing specific employees. This information shall be provided to the Union within 7 - 10 calendar days, if reasonably available.

Section 2.0. The Union must state, with specificity:

- Why it needs the data;
- How it will use the data;
- How the data's use relates to the Union's representational responsibilities under 5 USC 7114(b)(4).

ARTICLE 44. USE OF OFFICIAL FACILITIES

Section 1.0. At the request of the Union, the Employer shall provide adequate facilities to include office space, restroom, heating and air conditioning capabilities. Any furnishings and office equipment currently in the assigned space may be retained by the Union; however, the Union is responsible for any replacement of furnishings and equipment, other than real property. The Union is responsible for prudent care of the facilities, including securing the space when not occupied, routine cleaning, and submitting any work orders to the Directorate of Public Works as necessary for normal maintenance or emergency repair. The Union may petition the Installation Work Control Board for any facility concerns for consideration by the Garrison Commander.

Section 2.0. The Union shall be provided one designated parking space in front of the Union office. The parking area near the building will also include at least one handicap-designated parking space.

Section 3.0. The Union will be provided with access to local and long distance telephone service through the Fort Leavenworth Network Enterprise Center (NEC). The Union must negotiate a service level agreement with NEC and is responsible to pay for these services if necessary. Non-government internet services may be available through local area internet service providers. The Union is responsible for obtaining and paying for such services.

Section 4.0. If available and without impact to mission requirements or government resources, the Union will be given access to conference rooms and auditoriums for meetings requiring that size space. The Union will follow the reservation and use policies governing the specific facility.

ARTICLE 45. PAST PRACTICES

Section 1.0. Definition. Past practices are defined as conditions of employment, not specifically covered in this agreement, which are sanctioned by use and acceptance. To constitute the establishment by practice of a condition of employment, the practice must be a clear course of conduct consistently exercised for an extended period of time with the Activity Director's/Commander's knowledge and consent.

Section 2.0. Applicable laws, regulations, and this agreement take precedence over past practices.

Section 3.0. Management must give the Union notice of the intent to terminate or modify the past practice and afford the Union an opportunity to bargain, if requested and not in violation of laws, regulations, and this agreement.

CHAPTER 9. SPECIAL UNIT AGREEMENTS

ARTICLE 46. FIRE FIGHTER

Section 1.0. Purpose. This article describes procedures and working conditions unique to bargaining unit fire fighters. All other articles in this agreement apply to these employees unless specifically addressed in this article.

Section 2.0. Leave.

Section 2.1. Fire fighters will draw for annual leave in the following manner. Each employee will have the opportunity to draw for leave in rotation for three blocks of leave of from one day to two weeks duration. One block of leave will be drawn per rotation. The order of the draw will be determined by service computation date for leave accrual

purposes. An employee may not include the same holiday in a draw for leave more than once every three years. All fire fighters will be given the opportunity to draw for leave on duty time. The completed draw will be posted at all stations.

Section 2.2. Annual leave other than drawn leave will require a written leave request submitted to the shift supervisor by the employee. Upon receipt of the leave request, the shift supervisor will promptly approve or disapprove the request by the end of the shift.

Section 2.3. Fire fighters who are elected or designated as Union officials may be granted official time by the Employer to attend Union-sponsored training away from the installation. If approved, they will be excused for 24 hours for each full day of training attended. This benefits the Employer because employees will not have to come back into work after training, thereby disrupting a predetermined work schedule.

Section 2.4. If changes to shift assignments are required to balance the workforce, the Employer will first request qualified volunteers from among fire fighters of the desired title, series, and grade within the department. If mandatory assignment is necessary, the qualified fire fighter(s) of the desired title, series, and grade within the department with the lowest seniority will be changed. Seniority will be determined by service computation date for leave accrual purposes. Qualified temporary fire fighters will be changed before permanent fire fighters are considered for mandatory assignment.

Section 2.5. Fire fighters will be required to rotate between Fire Stations for a period not less than a 1-year tour and not longer than a 3-year tour as determined by the Employer.

Section 2.6. Employees may be rotated temporarily between Fire Stations to meet mission requirements.

Section 3. Fire Fighter Hours of Work and Tour of Duty.

Section 3.1. Each 24-hour shift shall include 8 hours of work and 16 hours of standby time. Standby time shall include eating and sleeping time. At the discretion of the Employer, actual work may include, but not be limited to inspection and preventive maintenance service on fire apparatus; housekeeping; fighting fires; inspection of buildings, structures, storage areas and fire protection facilities; installing and maintaining fire extinguishers; alarm desk watch; preparation of reports and records; fire watch of hazardous operations; alert status in connection with aircraft activities; drills; classroom studies; responding to medical emergencies; and other duties deemed necessary by the Employer.

Section 3.2. The tour of duty shall be established by the Employer IAW current applicable regulations. The normal workday shall be established by the Employer for the station as a whole.

Section 3.3. Kelly Days.

Section 3.3.1. Kelly Days shall be administered on a rotating basis.

Section 3.3.2. The trading of Kelly Days shall not cause overtime to be used to maintain adequate manning levels.

Section 3.3.3. Fire fighters will provide a minimum of 24 hours advance notice to the shift supervisor when requesting the trading of Kelly Days.

Section 3.3.4. All trading of Kelly Days will be subject to supervisory approval. Trading of Kelly Days will not be arbitrarily or capriciously denied. No trading will occur with members of the opposite shift.

Section 4.0. Fire Fighter Miscellaneous.

Section 4.1. The Employer agrees to provide basic cable-ready televisions in common areas and training rooms and basic cable to Fire Station sleeping quarters and office areas as determined by the Employer.

Section 4.2. The Employer agrees to provide adequate kitchen equipment to include microwave ovens, gas or electric ranges and ovens, refrigerators with freezer compartments, ice machines, etc., for each Fire Station so that employees can prepare proper meals.

Section 5.0. Fire Fighter Protective Clothing and Uniforms.

Section 5.1. The Employer agrees to furnish Fire Department personnel with physical training clothing for physical training purposes IAW AR 420-1.

Section 5.2. The initial and quarterly clothing allowance shall be used exclusively for the purchase, upkeep and replacement of the Fire Department uniform.

Section 5.3. Uniforms shall be of the prescribed type and color and in a neat and clean condition to present a professional appearance. The Employer will furnish any insignia, badges, emblems, and shoulder patches prescribed by the position held by the employee. The employee shall ensure that the proper insignia is affixed to the uniform.

Section 5.4. The Employer agrees that there will be no change in the Fire Department uniforms without prior negotiation with the Union.

Section 6.0. Fire Fighter Grooming.

Section 6.1. Personal grooming habits can be a source of hazard to fire fighters and are essential to the professional and careful appearance necessary to retain the public confidence. Mustaches, beards, and sideburns cause air leakage around the face piece of self-contained breathing apparatus, which may result in injury or death of a fire fighter in a contaminated atmosphere. All fire fighters will conform to the following grooming code IAW current National Fire Protection Association (NFPA) and OSHA standards.

Section 6.2. Facial and/or head hair shall not at any time interfere with the seal or valve function of the self-contained breathing apparatus. The head hair will be neatly groomed and will not present a ragged, unkempt, or extreme appearance.

Section 6.3. If the individual desires to wear sideburns, the sideburns will be trimmed neatly, and the bases will be clean-shaven, horizontal lines.

Section 6.4. The face will be clean-shaven, except that mustaches are permitted. However, if a mustache is worn, it will be kept tidy and neatly trimmed and not interfere with the mask seal. Goatees, beards or any version thereof that interferes with a face piece seal are not authorized.

Section 7.0. Fire Fighter Physical Fitness.

Section 7.1. The parties agree that the fire fighters' participation in daily physical fitness exercise is essential.

Section 7.2. Fire fighters are authorized to use all physical fitness facilities on Fort Leavenworth. Crew integrity and operational readiness will be maintained at all times including those periods when crew members are using physical fitness facilities.

Section 7.3. All fire fighters will be given an annual physical examination IAW NFPA Standard 1582, Comprehensive Occupational Medical Program for Fire Departments, current edition.

ARTICLE 47. DEPARTMENT OF ARMY CIVILIAN POLICE (DACP)

Section 1.0. Purpose. This article describes procedures and working conditions unique to bargaining unit DACP. All other articles in this agreement apply to these employees unless specifically addressed in this article. This article incorporates procedures mutually agreed upon for the implementation of AR 190-56.

Section 2.0. Definitions.

Section 2.1. The following terms contained in AR 190-56 are clarified below. Where a term is used that has a statutory reference or definition, the statutory reference or definition will be applied.

- Waivers (except for medical) may be requested, subject to approval procedures outlined in AR 190-56, for temporary relief (not to exceed 12 months) from a specific requirement prescribed in AR 190-56 pending actions to conform to the requirement.
- Exceptions (except for medical) may be requested, subject to approval procedures outlined in AR 190-56, for permanent relief from a specific requirement prescribed in AR 190-56.

Section 2.2. As outlined in AR 190-56, the approval procedures for a waiver or exception follow through the employee's immediate supervisor, the Chief of Police, and the Director of Emergency Services to the appropriate level Commander for approval or disapproval. The employee may submit a request for waiver using the standard DA memorandum format, which may be obtained through the supervisory Lieutenant. DACP who are the subject of a request for waiver or exception to the requirements prescribed in AR 190-56 will be furnished a written copy of any such request and any subsequent endorsements, approvals and denials.

Section 3.0. Uniforms and Equipment.

Section 3.1. Uniforms and allowances will adhere to AR 190-56, The Army Civilian Police and Security Guard Program, paragraph 6-10.

Section 3.2. Damages to Uniform during Performance of Duties. Equipment issued and/or authorized by the Employer that is damaged or soiled with hazardous materials while in the performance of the officer's duties, not due to officer negligence, shall be replaced at the expense of the Employer. The employee will provide the Employer a written statement on how the damage occurred while performing duties.

Section 3.3. The Employer shall issue and replace the ballistic vest based on individual employee measurements and IAW prescribed HQDA guidelines. During the life expectancy of a vest, the Employer is only responsible for replacement due to damage in the line of duty.

Section 3.4. In the event of loss or damage to an employee's uniform or equipment due to a natural disaster or fire at Fort Leavenworth facilities, the Employer will assist the employee in filing a claim for reimbursement as noted in article 6, section 3.5. of this agreement.

Section 3.5. Funding and source of personal protective clothing may be subject to adjustment as established by HQDA.

Section 4.0. Individual Reliability Program (IRP).

Section 4.1. The IRP is a condition of employment and provides a means of assessing the reliability and suitability of individuals being considered for employment, and provides for continuous assessment of personnel assigned to DACP positions. The purpose is to ensure the person's loyalty, reliability, and trustworthiness are such that entrusting the person with classified information or assigning the person to sensitive duties is clearly consistent with the interests of national security IAW AR 380-67.

Section 4.2. Personnel assigned to DACP positions are required to maintain a high standard of conduct at all times IAW AR 380-67, Personnel Security Program. All DACP will receive drug testing per AR 600-85. AR 190-56 establishes the IRP, and eligibility for employment or retention in DACP positions is determined IAW reliability factors in AR 380-67, Appendix I.

Section 4.3. An annual IRP review will be conducted for all DACP and will coincide with the annual performance evaluation. Employees will be reminded of the reliability factors contained in AR 380-67, Appendix I, and may request clarification during the annual IRP review. Employees will be notified of any potentially disqualifying factors based on the IRP review, and may have the opportunity to provide a written rebuttal. Employees may request Union representation for this process. Upon final determination of disqualification from the IRP, employees will receive written notification.

Section 5.0. Training.

Section 5.1. DACP must successfully complete an annual in-service training program developed by the U.S. Army Military Police School.

Section 5.2. All management directed or required training will be conducted when employees are otherwise in duty status and employees will be appropriately compensated as prescribed by law.

Section 5.3. Upon request, employees will be provided an opportunity to review their training records. At the beginning of each rating period, supervisors will provide employees a list of all mandatory training requirements for the year and provide support to facilitate completion.

Section 6.0. Weapons Qualification and Authorization to Carry.

Section 6.1. DACP experiencing difficulty with service weapons qualification will be allowed up to two additional opportunities to meet weapons qualification requirements to enhance their weapons proficiency with Employer-issued weapons and ammunition at the approved range facility. The scheduling for range facility usage to meet service weapon qualification requirements or retraining will be accomplished through the

Employer based upon range and ammunition availability, but no sooner than 2 weeks (14 calendar days) from the original disqualification date.

Section 6.2. DACP may use privately owned weapons/ammunition on the approved range facility to further enhance their weapons familiarization when the use of Employer-issued weapons and ammunition is not available, subject to range facility usage. Entry requirements for privately-owned weapons/ammunition are subject to the provisions outlined in CAC & FT LVN Regulation 190-11.

Section 6.3. The carrying of privately-owned weapons on post by off-duty DACP may be requested as an individual exception to policy and will be subject to final approval by the Chief of Police, Director of Emergency Services, and the Commanding General, CAC & FT LVN.

Section 7.0. Medical Screening and Evaluation.

Section 7.1. DACP will be offered government transportation, or reimbursed for travel to and from initial and annual medical screenings and evaluation. Medical evaluation at the Government's expense will be conducted by a licensed physician for all DACP personnel to ensure they are medically fit to perform the essential job functions, with or without reasonable accommodation. A licensed physician will review the results of the initial and continuous periodic medical evaluations to determine whether the employee can take the Physical Ability Test (PAT) and perform the essential functions of the job, with or without reasonable accommodation. Based on the results of medical evaluation, the licensed physician will make the determination whether or not the DACP may take the PAT or the modified PAT.

Section 7.2. Medical screenings and evaluation may not be waived. Annual physical examinations and evaluations will be conducted at the Munson Army Health Center, Fort Leavenworth, or at Fort Riley during scheduled duty hours at no cost to the employee. During the medical evaluation process, the employee may choose to provide additional medical documentation from his/her personal physician or practitioner, at the employee's expense, subject to Army review and consideration.

Section 7.3. Prior to the medical screening and evaluation, at the request of the employee, the employee may be provided with the name of the person or persons who will be conducting the evaluation.

Section 7.4. In the event an employee fails to pass the medical screening/evaluation process, reasonable attempts will be made to place employees prior to separation, which may include reassignment or placement to a vacant position of equal pay and grade to which the employee is qualified.

Section 8.0. Physical Ability Test (PAT).

Section 8.1. The PAT serves to provide a measure of the DACP preparedness to successfully accomplish the essential functions of the position.

Section 8.2. Fitness training is intended to be an individual exercise and conditioning experience and left to the discretion of the individual employee as how best to prepare for the PAT consistent with rules and requirements of the installation fitness facilities. Employees will be afforded, at no cost to the employee, access to and use of installation fitness facilities for fitness training. Employees are responsible for additional costs associated with the hiring of personal fitness trainers. Employees will be provided up to 3 hours per week of duty time to participate in conditioning training.

Section 8.3. The PAT is conducted annually. Environmental factors will be considered when scheduling and conducting the PAT. The PAT will not be conducted during extreme or inclement weather. Extreme or inclement weather is defined as moderate to heavy rain; presence of lightning; constant winds beyond 10 miles per hour; wet-bulb rating of heat category 4 or higher; presence of ice or snow on running surfaces; and/or temperatures with wind chills below 32 degrees Fahrenheit.

Section 8.4. During the PAT, the Employer will ensure drinking water and restroom facilities are available at the location used to conduct the PAT. A Fort Leavenworth Emergency Medical Technician (EMT) or Fort Leavenworth Combat Life Saver (CLS) trained person will be present at all times when the PAT is conducted.

Section 8.5. Current DACP employees are required to take an initial diagnostic PAT within 30 calendar days of being medically cleared and must pass the PAT within 1 year from the date of the initial medical clearance. DACP employees must pass the record PAT annually. Annual medical evaluations will be performed on all DACP personnel to ensure they are able to take the annual PAT. DACP who fail the record PAT must retest and pass the PAT within 90 calendar days. New hires are required to take a diagnostic PAT within 30 calendar days of medical clearance and must pass a record PAT within 90 calendar days of appointment to the position. The employee may request that a successful diagnostic test be considered the record PAT.

Section 9.0. Credentialing.

Section 9.1. DACP will be required to meet qualification standards, employment security screening procedures, and drug testing as outlined in AR 190-56.

Section 9.2. DA Police Credential (DA Form 7599). The Employer agrees to provide each DACP employee with a credential IAW AR 190-56, paragraph 5.2.

Section 10.0. Hours of Work and Shift Assignments.

Section 10.1. Overall tours of duty shall be established by the Employer to ensure 24-hour coverage of installation law enforcement responsibility IAW current applicable regulations. The tour of duty will normally be 10 hours per day, with 4 days on and 3 days off. The days off are Thursday, Friday, Saturday; or Sunday, Monday, Tuesday. The Employer agrees to notify the Union whenever changes to the current shift schedule and tours of duty are required.

Section 10.2. DACP will normally be assigned to individual tours of duty on an annual basis, and will bid for these assignments based on their seniority (hire date) as a GS-0083 employee. The rebidding process will normally occur in September of each year.

Section 10.3. Any requests for changes in work schedule are subject to supervisory approval and must be submitted in writing.

Section 10.3. In the event of an emergency that requires more DACP than available on the current shift, the Employee will first consider options to recall employees who have had at least six hours off since their last shift.