

**Agreement**

**between**

**U.S. Army Maneuver Center of Excellence**

**U.S. Army Medical Command**

**U.S. Army Installation Management Command**

**U.S. Army Mission and Installation Contracting Command**

**U.S. Army Signal Command**

**Western Hemisphere Institute for Security Cooperation**

**U.S. Army Tank-Automotive & Armaments Command**

**U.S. Army Sustainment Command**

**and**

**Local 54**

**American Federation of Government Employees, AFL CIO**

**covering**

**All Non-Supervisory General Schedule (GS) Employees Approved by**

**Department of Defense**

**June 17, 2013**

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## **PREAMBLE**

Section 1. "The Congress finds that:

(1) experience in both private and public employment indicates that the statutory protection of the rights of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions that affect them:

- (a) safeguards the public interest,
- (b) contributes to the effective conduct of public business, and
- (c) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

(2) the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government." 5 U.S. Code §7101

Section 2. Through this agreement, the parties establish a basic understanding relative to personnel policies and practices, Employee working conditions, and any other matters negotiable under current case law. This agreement is also established as a means to assure amicable discussion and adjustment of matters of mutual interest. The Employer and the Union agree to cooperate in efforts to ensure timely completion of work, improve the quality of workmanship, encourage ideas for improvement and cost reduction, prevent accidents, conserve materials and supplies.

Section 3. The following articles constitute a collective bargaining agreement between Local 54, American Federation of Government Employees, AFL-CIO and the Commanders of all activities subject to this agreement.

## ARTICLE 1

### RECOGNITION AND DESIGNATION OF UNITS

Section 1. The Employer recognizes the Union as the exclusive bargaining agent under the provisions of the Federal Service Labor Management Relations Statute, 5 USC, Chapter 71, 7101 et. seq., hereinafter referred to as "the Statute," and the Civil Service Reform Act of 1978, of all of the employees in the unit, as the recognized Union for bargaining purposes with respect to conditions of employment of employees represented by the Union. The Union has the full authority as provided by Statute to meet and confer with the Agency for the purpose of entering into negotiated agreements, concerning changes in conditions of employment covering bargaining unit employees, and to administer this Collective Bargaining Agreement.

Section 2. The recognized bargaining units covered by this Agreement are as follows:

#### Group No. 1

INCLUDED: All professional and non-professional General Schedule employees who are employed by the U.S. Army Maneuver Center of Excellence and the U.S. Army Medical Command, Fort Benning, Georgia.

EXCLUDED: All management officials, supervisors and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

#### Group No. 2

INCLUDED: All professional and non-professional General Schedule employees who are employed by the U.S. Army Installation Management Command, Fort Benning, Georgia.

EXCLUDED: All management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

#### Group No. 3

INCLUDED: All professional and non-professional General Schedule employees who are employed by the U.S. Army Mission and Installation Contracting Command, Fort Benning, Georgia.

EXCLUDED: All management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

#### Group No. 4

INCLUDED: All professional and non-professional General Schedule employees who are employed by the U.S. Army Signal Command, Network Enterprise Technology Center (NEC), Fort Benning, Georgia.

EXCLUDED: All management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

#### Group No. 5

INCLUDED: All professional and non-professional General Schedule employees who

are employed by the Western Hemisphere Institute for Security Cooperation, Fort Benning, Georgia.

EXCLUDED: All management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Group No. 6

INCLUDED: All professional and non-professional General Schedule employees who are employed by the U.S. Army Tank-Automotive & Armaments Command (TACOM), Fort Benning, GA

EXCLUDED: All management officials, supervisors and employees described in 5 U.S.C.7112 (b) (2), (3), (4), (6) and (7).

Group No. 7

INCLUDED: All professional and non-professional General Schedule employees who are employed by the U.S. Army, Fort Benning, GA

EXCLUDED: All management officials, supervisors and employees described in 5 U.S.C.7112 (b) (2), (3), (4), (6) and (7).

Section 3. Subsequent reference herein to "employee" and "employees" will be understood to apply to the employees of the recognized bargaining units represented by the Union.

## **ARTICLE 2**

### **PROVISIONS OF LAW, REGULATIONS & DEFINITIONS**

Section 1. The Employer, the Union and the employees shall be governed by existing and future laws of the United States, regulations and policies of appropriate authorities including the Office of Personnel Management, and published agency policies which may be applicable and are in existence at the time of approval of this agreement. Subsequently published agency policies and regulations are subject to substantive and/or appropriate arrangements and procedures (AA&P) bargaining as required (previously referred to as I&I).

Section 2. Whenever the personal pronouns he, him, or his are used in this Agreement, they shall be construed as neutral in gender; that is, as meaning he and she, him and her, or his and hers as appropriate.

Section 3. Definitions.

- a. When the term "Commander" is used, it will refer to the Commander, Fort Benning, or the Commander or head of a tenant activity, as applicable.
- b. When the term "Employer" is used, it means management agencies bound by this Agreement.
- c. When the word "employee" is used, it means an employee in the bargaining unit covered by this Agreement.

d. When the term "Union" is used, it means Local 54, American Federation of Government Employees, AFL-CIO.

e. Unless otherwise specified, the term "days" as used in this Agreement means calendar days.

Section 4. The Employer agrees that, should it become necessary to formulate new policies contrary to the provisions of this Agreement, such provisions will not be implemented prior to completion of required bargaining.

## **ARTICLE 3**

### **RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER**

Section 1. The Employer is obligated to negotiate in good faith with the objective of reaching agreement by diligent and serious exchange of information and views, and by avoiding unnecessarily protracted negotiations.

The normal point of contact for the Employer for the purpose of consultation on questions concerning overall installation administration between the parties shall be the Labor Relations Officer (LRO). If the LRO is not available, contact the Civilian Personnel Officer.

Section 2. The Employer is provided the following management rights by Statute 5 U.S.C. §7106:

(a) "Subject to subsection (b) of this section, nothing in this Chapter shall affect the authority of any management official of any agency –

- (1) to determine the mission, budget, organization, number of employees and internal security practices of the agency; and
- (2) in accordance with applicable laws -
  - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
  - (C) with respect to filling positions, to make selections for appointments from-
    - (i) among properly ranked and certified candidates for promotion; or
    - (ii) any other appropriate source; and
  - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating---

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials." 5 U.S.C. §7106 (b)

Section 3. The Employer further recognizes its responsibility to observe the rights of the Union

contained in all appropriate provisions of law as described in Article 4, Rights & Responsibilities of the Union. Nothing in this agreement abridges either the rights or responsibilities of the Employer as provided for in the Statute and applicable Executive Orders.

## **ARTICLE 4**

### **RIGHTS AND RESPONSIBILITIES OF THE UNION**

Section 1. The Union is obligated to negotiate in good faith with the objective of reaching agreement by diligent and serious exchange of information and views, and by avoiding unnecessarily protracted negotiations.

Section 2. The normal point of contact for the Union for the purpose of consultation on questions concerning overall installation administration between the parties shall be the Union President. If the President is not available, and the matter must be resolved before he or she returns, the following POC's will be followed in order, with the same provisions:  
1st Vice President, 2nd Vice President, Chief Steward, Secretary/Treasurer.

Section 3. The normal point of contact between the Union and the Employer for matters at an organizational level will be the appropriate supervisor and any Union officer (i.e., President, 1st Vice President, 2nd Vice President, Chief Steward, Secretary/Treasurer). It is understood that the Union may elect to assign another officer or steward to the issue after initial contact.

Section 4. The Union is provided the right by Statute 5 U.S.C. §7114 (a)(2)

(A) to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if -

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation

Section 5. To determine that a meeting qualifies as a formal discussion, consider the totality of circumstances surrounding the discussion, to include the status and number of management representatives in attendance, whether the meeting was scheduled or impromptu, whether a formal agenda was used, how long the meeting lasted, the location of the discussion, and whether attendance was mandatory or voluntary. Investigative interviews are not considered formal discussions as covered in Article 24 Discipline & Adverse Actions, Section 11.

Section 6. To afford the Union the maximum opportunity to send a representative to the formal discussion, management shall provide as much advance notice as possible. In all cases notice of time, location and general nature of the subject matter will be given to the Union, concurrent with notification to other attendees prior to any formal discussions. Any read ahead material provided to other attendees will also be provided to the Union. If the Union is unable to send a representative to the discussion, management will provide any written documentation, minutes, etc., from the meeting. The Union's right to be present does not extend to informal discussions between an employee and a supervisor.

Section 7. The mere fact that a Union representative will be among a group of unit employees present at a formal discussion does not relieve the agency of the obligation to provide advance notice to the Union.

Section 8. The Union is the exclusive representative of the employees in the bargaining unit and 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 union membership.

Section 9. The Union further recognizes its responsibility to observe the rights of the Employer contained in all appropriate provisions of law shown in Article 3, Rights and Responsibilities of the Employer. Nothing in this agreement abridges either the rights or responsibilities of the Employer or the Union as provided for in the Statute and applicable Executive Orders.

## **ARTICLE 5**

### **RIGHTS AND RESPONSIBILITIES OF THE EMPLOYEE**

Section 1. The employee is provided the right by statute:

"Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right –

- (1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- (2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter." 5 U.S. Code §7102

Section 2. An employee shall have the right to bring work-related matters to the attention of their supervisor. This right may be exercised individually or collectively by an appointed spokesperson.

Section 3. Each employee is accountable to the Employer for performance of assigned duties and compliance with governing regulations. The Employer recognizes that employee's private lives are generally of no concern to the Employer. Thus, unless a nexus exists between off-duty misconduct and an employee's government position or unless the off duty misconduct is so egregious, as defined by appropriate governing third party case law, no action shall be taken against any employee for incidents which are not job related.

Section 4. The Union and the Employer agree that Employees will:

- a. Conscientiously perform assigned duties.
- b. Comply with applicable ethical standards as prescribed by the Standards of Ethical Conduct for Executive Branch Personnel, 5 CFR 2635, as supplemented by the Department of Defense Joint Ethics Regulation, DoD 5500.7-R."
- c. Cooperate with and strive to maintain good working relations with supervisors and fellow Employees.
- d. Cooperate in and promote programs designed to improve work methods and conditions.
- e. Maintain a neat and clean personal appearance as required by the work situation. Employees are expected to dress and groom discreetly considering professional environment,

comfort, productivity, health, safety, and type of position occupied. When the Employer determines that a workplace or position requires more specific requirements than addressed here, the Union will be afforded an opportunity for AA&P bargaining.

f. The employee has the right to union representation at any examination of any employee in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

## **ARTICLE 6**

### **APPROPRIATE ARRANGEMENTS**

Section 1. The Employer's policy is to ensure Union views and proposals are fully considered prior to implementing changes in working conditions. It is also the policy that all legal requirements of the Federal Labor Relations Statute be met.

Section 2. The Employer is required to notify the Union before making changes that affect the working conditions of bargaining unit members. The Employer has the responsibility to provide notice even when changes are mandatory or necessary and even when the changes are considered to be an improvement over present conditions, but not when changes are de minimus. The Employer must negotiate with the Union, and not with individual employees.

Section 3. When the Employer exercises their statutory rights in regard to employees, the Employer incurs the responsibility to notify the Union in order to provide them the opportunity to negotiate. The Union has the right to negotiate appropriate arrangements for employees adversely affected by the exercise of management's rights under the Statute §7106(a).

Section 4. This negotiation of appropriate arrangements is also referred to as Impact and Implementation (I&I) bargaining, which means that while the Union may not normally bargain over whether the Employer will make a certain change, it may negotiate over procedures which the Employer will observe in exercising its authority.

Section 5. Notification to the Union should be made as soon as possible after the Employer has reached a decision that will trigger a bargaining obligation. Whenever possible, it may also be prudent to involve the Union prior to the decision making process, so that some employee input may be solicited through the Union and may be considered along with Union input. Although this may expedite any required negotiations, it does not negate the Employer's obligation to afford the Union the opportunity to bargain once a decision is made. Normally the Union will provide their initial proposals for appropriate arrangements to the Employer within 10 workdays of receipt of the notification (see Section 6). If proposals cannot be provided within 10 workdays, the Union will contact the Employer; provide status and an anticipated date that proposals will be forwarded. If proposals are not presented by Union within the established time frame, the Employer will move forward with the change.

Section 6. Notice to the Union may be handed to a Union officer or e-mailed, and a copy furnished to the Civilian Personnel Advisory Center (CPAC), Labor Relations Officer (LRO)/Specialist. A follow-up call may be appropriate to ensure receipt. Notices to the Union will include, as a minimum, the following information:

- a. Describe the proposed change and how it will affect members of the bargaining unit. Include floor plans where appropriate.
- b. State why the change is being made.

- c. Include a proposed effective date for implementation.
- d. Give a point of contact that is able to provide additional information regarding the proposal. The CPAC LRO or designee is authorized to enter into an agreement with the Union. Include any additional information you believe is pertinent.

Section 7. Questions and requests for assistance should be directed to the servicing CPAC Specialist or the Labor Relations Officer.

Section 8. Nothing in this article is intended as a waiver of either party's rights under the Statute.

## **ARTICLE 7**

### **OFFICIAL TIME FOR UNION REPRESENTATION**

Section 1. In the interests of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with the internal management of labor organizations such as membership meetings, solicitation of membership, collection of dues, campaigning for labor organizations offices, and distribution of literature will be conducted outside of regular working hours or in a non-duty status; and none of the above activities will be done at employee workstations. Literature may be distributed to employees in break rooms or handed out in break areas.

Section 2. The Union will provide the Employer the names of officers and stewards quarterly or more often as needed. No officer or steward will be recognized or will be entitled to official time for Union representation whose name does not appear on the list. The Union will notify the LRO of any changes, and the appointed individual will be authorized to request official time beginning on the date agreed upon by the LRO and the Union, which will be not more than 5 days after notification. This is to ensure coordination with appropriate supervisors for authorizing official time.

Section 3. The Union agrees that Union officials will request permission in writing from their immediate supervisor when they wish to leave their assigned duties for the purpose of performing representational duties which will cover their activity. When a steward is needed to assist in another activity, the Union notifies the LRO of the necessity to provide coverage and permission will be granted dependent on mission requirements. The supervisor's permission will normally be granted except when workloads preclude such release. When permission is not granted when requested, it will be granted at a later time or another steward can be designated. If the Union representative needs to visit a work site, the Union will coordinate with the Employee's supervisor. The Union agrees that its officers and stewards will guard against the use of excessive time in performing duties considered appropriate by the Agreement.

Section 4. The Employer and the Union agree that a non-local Union representative (National representatives, etc.) may assist the Union officers and employees in carrying out the Union's responsibility for representing bargaining unit employees. Notice of National Union representatives attending meetings with Employer officials will be made at least one duty day (24 hours) in advance to the LRO or the Employer official attending the meeting. Employer officials do not have to meet with National Union representatives if a request was not made in advance.

Section 5. Official time will only be granted to Officers and Stewards of the Union to engage in

authorized representational activities. These blocks of official time will be computed starting with the first pay period after the effective date of this contract. The parties agree to the following official time:

- a. One Union officer (i.e. President or Vice President) - 50% per pay period
- b. One Union officer (MEDDAC/DENTAC) - 25% per pay period
- c. One Union official - 25% per pay period

Section 6. The Employer agrees to grant the local President a block of 500 hours annually (calendar year) to distribute for use in representational matters by local Stewards, as he/she deems appropriate. Stewards must present a "Request and Approval for Use of Official Time" form to their supervisor in advance of use of official time.

Section 7. The Employer agrees to grant a block of official time to Union officers and stewards if otherwise in a duty status, to attend labor relations training determined to be of mutual benefit to the Employer and the Union. However, official time for training will not include union business. A block of 280 hours will be authorized annually (calendar year) for such labor relations training on or off the installation. Official time will not exceed 40 hours for any individual within a 12-month period, with the exception of the local President. In addition, new stewards may attend 24 hours of local basic training once, upon designation. The Union President will submit a request at least 30 days in advance, detailing the requested employees to attend, purpose and nature of the training, and an agenda/schedule. Final approval will depend upon supervisory concurrence after a review of work requirements of proposed attendees. The Union will provide a list of those who completed the training and amount of official time used.

Section 8. The parties further agree that if a Union officer or steward is sent to any training by the Employer, the Union officer/steward may act as the Union representative without charge to the bank of time.

Section 9. The President will submit a report quarterly to the LRO showing all official time used, by name and date, during that period. All official time used will be recorded in the pay system using official time codes.

Section 10. When the Union is designated as an employee's representative (i.e. disciplinary actions, adverse actions, grievances, etc.), a designation of representation memorandum will be prepared and sent to CPAC. It will identify the action (specifically or generally), be signed by the employee and will contain the name and telephone number of the primary Union representative, the name of the employee, and an affirmative statement by the employee stating the designation of the Union official to be their representative submitted to the CPAC within 2 days.

## REQUEST AND APPROVAL FOR USE OF OFFICIAL TIME

1. NAME (Last, First, Middle Initial): \_\_\_\_\_

2. UNION POSITION (Officer/Steward): \_\_\_\_\_

3. ORGANIZATION: \_\_\_\_\_

4. REASON FOR OFFICIAL TIME	CODE	DATE	TIME REQUESTED		ACTUAL TIME USED		TOTAL
			From	To	From	To	
Grievance & Appeals	BK						
Labor-Management Relations	BD						
Term Negotiations	BA						
Mid-Term Negotiations and I&I	BB						
Training	BD						

**Grievance & Appeals:** Time spent by union officials to prepare and/or present the union's or the employer's case in a grievance or appeal, as well as time spent by the grievant and any bargaining unit employees (including a union official) serving as a witness in a grievance or appeal.

**Labor-Management Relationships:** Previously agreed-upon time spent by union officials for representational duties that do not fit in other categories (e.g., labor-management meetings, approved union training as defined in the contract, attendance at a formal discussion, or other representational matters).

**Term Negotiations:** Time spent by union officials involved in basic term negotiations with management on a new or expiring contract (i.e., time actually at the table plus any previously agreed-upon preparation time for negotiations).

**Mid-Term Negotiations:** Time spent by union officials to negotiate changes to conditions of employment proposed by management or issues raised by the union during the term of the agreement.

5. ACTIVITY OR LOCATION WHERE OFFICIAL TIME WILL BE UTILIZED: \_\_\_\_\_

6. CERTIFICATION: I hereby request official time as indicated above and certify that such official time is requested for the purpose(s) indicated. I understand that I must comply with my employing agency's procedures for requesting official time and that falsification of information on this form may be grounds for disciplinary action, including removal.

7. STEWARD's SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

8. AFGE Local 54 President: \_\_\_\_\_ DATE: \_\_\_\_\_

9. OFFICIAL ACTION OR REQUEST:       APPROVED       DISAPPROVED  
*(If disapproved, give reason and indicate when employee can reschedule.)*

10. SUPERVISOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### PRIVACY ACT STATEMENT

The primary use of this information is by management and your payroll office to approve and record your use of official time. Additional disclosures of the information may be to a Federal, State, or local law enforcement agency when your agency becomes aware of a violation or possible violation of civil or criminal law; to a Federal agency when conducting an investigation; to the Office of Personnel Management or the General Accounting Office when the information is required for evaluation of official time administration; or to the General Services Administration in connection with its responsibilities for records management.

## **ARTICLE 8**

### **HOURS OF WORK & TOURS OF DUTY**

Section 1. The Employer retains the right to establish or change tours of duty or hours of work consistent with published policies and regulations of Department of the Army, and any changes in policies and regulations subsequently required by law, Federal personnel regulations or other appropriate authority outside Department of the Army.

Section 2. In exercising the authority to establish or change the tour of duty and hours of work for employees, the Employer will consider the views of the Union before a decision is made. The decision of the Employer to make change(s) after due consideration of Union views does not require concurrence of the Union or employees.

Section 3. In accordance with 5 CFR 610.121, assignment to tours of duty is scheduled in advance of the administrative work week over periods of not less than 1 week. Where possible, management will provide an advance notice of 14 days when changes in tours of duty are necessary. It is recognized, however, that emergencies or mission requirements may preclude such lengthy advance notification. In any circumstance, the employee will be given as much advance notice as possible of a change in tour of duty. If it is a permanent change, the Union will be notified and afforded an opportunity to negotiate.

Section 4. Where appropriate, the Employer shall rotate similar duty assignments for employees between shifts with consideration of employee requests. Exception to shift rotation may be made for valid reasons submitted in writing, such as to alleviate personal hardship or to permit an employee to pursue formal education relating to improving qualifications for positions which would be mutually beneficial to the employee and Employer. Exceptions will be granted for definite periods of time, normally not to exceed 6 months, will be terminated when the reason for granting ceases to exist, and may be renewed after review for current validity.

Section 5. Upon request of an employee prior to effective date of work schedule, days off may be exchanged by mutual consent of the employees concerned, consistent with workload requirements and approval of the Employer, so long as hours worked by any one employee do not exceed 40 hours per week because of trading of days off. Exchange consideration is limited to employees of equal grade and position.

Section 6. Where rotation of duty assignments is required, the Employer shall maintain a current roster and/or schedule listing all individuals and the dates and hours of duty on each shift for each week. The roster shall be clearly legible and posted in an area where all employees eligible for rotation shall see it prior to the commencement of their shift.

Section 7. Employees failing to abide by rotational assignments may be subject to appropriate disciplinary/adverse action, as outlined in applicable regulations.

Section 8. The administrative workweek is the 7 day calendar week commencing at 0001 Sunday and ending at 2400 on the following Saturday. The basic workweek for regular full time employees is 40 hours duration, consisting of five 8-hour tours during the period Sunday through Saturday.

Section 9. Flexible Work Schedule - With supervisory approval, an employee may establish their arrival and departure time provided that the employee is on duty within the core hours of

0900 to 1500 and they account for the total hours within the scheduled work day. Having once selected arrival and departure time within flexible time bands, the employee must adhere to these times until a periodic opportunity to change arises. The parties recognize that there are instances where employees desire to have different core hours. In recognition of this fact, employees may request of the supervisor that a variation to the standard core hours be established for their work schedule.

Section 10. Compressed Work Schedule - Both parties recognize that the use of compressed work schedules (CWS) can improve productivity and morale and provide greater service to the public. The Employer will determine whether a CWS can be implemented within an organization. Initial determinations of CWS will be established with a trial period of 180 days to determine feasibility.

Section 11. Both parties recognize that certain portions of organizational segments, because of the nature of the work performed, may not be suitable for compressed work schedules.

Section 12. Examples of CWS include:

- a. 5/4-9 Schedule - A compressed schedule which, within a pay period of 10 workdays, includes eight (8) nine (9) hour days, one 8 hour day, and one non-work day.
- b. 4-10 Schedule - A compressed schedule which, within a scheduled work week, includes four (4) ten (10) hour days and one non-work day. The Employer shall have the right to determine which day employees have off.
- c. The Employer may authorize other types of CWS so long as the approved scheduled hours are accounted for in each pay period and the other requirements of this article are met, (i.e., MEDDAC EMTs/Paramedics have 24 hour schedules that begin at 0700 for the 24 hour on 48 hour off shifts with an alternating 1 hour lunch).

Section 13. CWS may be utilized for full and part time employees only, intermittent employees are excluded.

Section 14. Employees who are TDY or in training may be required to revert to a regular 8 hour workday for the duration of the TDY or training.

Section 15. When a change in an established CWS tour of duty is required, employees will be notified in advance of the administrative work week in which the change is to occur. Supervisors may temporarily return an employee(s) to a regular (non-CWS) work schedule due to mission requirements (i.e., special project, year-end closeout).

Section 16. If an existing CWS is determined to have an adverse agency impact on the mission (i.e., reduction of productivity, diminished level of services, increase operational costs), management reserves the right to terminate the CWS. If termination becomes necessary, the Union will be informed prior to the discontinuance and the views of the Union will be taken into consideration before final decision is rendered.

Section 17. Wherever possible, two consecutive days off will be provided.

Section 18. Each tour/schedule contains a 30, 45 or 60 minute nonpaid lunch period, as determined appropriate. For night shift employees, a paid lunch period of 20 minutes in the

work area may be considered to provide appropriate coverage, (i.e. Clinical nurse on a medical ward).

Section 19. Based on the fitness policy of the Army and the Command letter on fitness, a longer lunch for fitness purposes is allowed with supervisory approval, as long as the time is made up at the beginning or end of work day.

Section 20. It is the policy of the Employer to grant rest periods not to exceed 15 minutes during the first half and the second half of an 8-hour shift subject to the criteria below:

- a. It is the operating official's discretion to determine whether rest periods are to be taken on a time schedule by all personnel or to authorize individual rest periods at such time as will not interfere with work.
- b. These rest periods shall not be a continuation of the lunch period and not taken immediately prior to quitting time.
- c. At least one of the following criteria will be the basis for determining the need for rest periods:
  - (1) protection of employee's health by relief from hazardous work or that which requires continual and/or considerable physical exertion
  - (2) reduction of accident rate by removal of fatigue potential
  - (3) working in confined spaces or in areas where normal personal activities are restricted
  - (4) increase in, or maintenance of, high quality and/or quantity production traceable to the rest period.

Section 21. Reasonable time, normally 5 minutes, for necessary clean up shall be allowed employees prior to the beginning of the lunch period and the end of the workday for personal hygiene. Additional time may be allowed by the Employer, as needed, to clean equipment and work areas; however, employees will not leave their work area prior to the end of their workday.

## **ARTICLE 9**

### **OVERTIME WORK**

Section 1. Overtime will be accomplished in accordance with applicable regulations. Overtime work, whether scheduled or unscheduled, shall be compensated in accordance with governing regulations.

Section 2. Authorized overtime shall be payable to employees (other than firefighters and others assigned to 24 hour shifts) for hours worked in excess of 8 hours a day and/or 40 hours per week, unless compensatory time is elected by the non-exempt employee or a regulatory exception applies. Employees assigned to alternate or compressed work schedules will earn overtime compensation over 80 hours per pay period. However, employees whose salary rate is above the top step of GS-10 may be required to work overtime on a compensatory time basis for irregular or occasional overtime work in accordance with provisions of applicable regulations.

Section 3. The Employer will take into consideration any anticipated overtime when making work assignments so as to distribute overtime as equitably as possible among all employees in

the unit. The Employer reserves the right to decide whether or not full requirements can be met by available employees. If full requirements cannot be met by employees who volunteer to work overtime, the Employer shall direct individual employees to work as required. When assigning overtime, the Employer agrees to consider, but not be limited to the following factors:

- a. leave;
- b. continuity of jobs of short duration;
- c. special project requirements
- d. employee qualifications, such as skill requirements, security clearances, etc.
- e. familiarity of employee with work to be accomplished;
- f. personal hardship

Section 4. Except in emergency situations, employees will be notified of overtime as soon as possible after the decision to work overtime has been made. To the extent possible 2 days notice is in order to permit readjustment of personal commitments.

Section 5. When personal religious beliefs require an employee to abstain from work during certain periods of time, the employee may request to work compensatory time and receive, instead of overtime pay, an equal amount of compensatory time off from scheduled tour of duty. Requests may be disapproved, if modifications in work schedules preclude the efficient accomplishment of the organization's mission.

Section 6 "Call back overtime" is irregular or occasional overtime work which has been officially ordered and performed by the employee on a day when employee was not scheduled, or which the employee is required to return to place of employment. The employee is paid for a minimum of at least two hours, either in money or compensatory time as applicable, regardless of whether the employee is required to work the full 2 hours. Normally, travel time is not computed as time worked.

Section 7. Employees will be compensated for work performed outside the duty day when such work amounts to at least 1/4 hour and then in increments of 1/4 hour rounded to the closest 1/4 hour. This provision is meant to apply to responses to telephone inquiries while on-call that employees receive at home as part of specific duties (i.e. physicians, social workers, computer analyst, etc.)

- a. when an employee grade GS-10/10 and below is directed to work overtime and elects to receive compensatory time, that election is irrevocable once the overtime has been worked.
- b. at management's discretion, employees may not be required to work overtime if they have a justifiable emergency or unavoidable personal situation.
- c. employees will be compensated for work performed outside the duty day, if in a standby status and restricted by official order to a designated post and in a state of readiness (5 C.F.R. §551.431(a)).
  - (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.

(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 agency's premises. For example, in the case of an employee assigned to work in a remote wild land area or on a ship, the fact that the employee has limited mobility when relieved from duty would not be a basis for finding that the employee is restricted for work-related reasons.

(b) an employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

(1) 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 a reasonable call-back radius; or

(2) 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.

d. Volunteers can be solicited to work compensatory time when overtime is not available due to budgetary constraints. Individuals will be solicited in accordance with normal overtime distribution procedures.

## **ARTICLE 10**

### **TELEWORK**

#### **Section 1. General.**

The parties jointly recognize the mutual benefits of a flexible workplace program to the Employer and its Employees. Telework arrangements support the Employer's mission and operational needs, complement continuity of operations plans, promote management efficiencies; improve the quality of employee work/life responsibilities; reduce environmental and commuting concerns. Applicable law, government wide rules and regulations will govern the telework program.

Telework is not intended to be a substitute for family care and may not be used as a replacement. Dependent care arrangements must be made so that family responsibilities do not interfere with work assignments in a teleworking arrangement.

#### **Section 2. Telework Arrangements.**

a. A supervisor's official relationship with, authority over, and accountability for an employee participating in the telework program is no different than those employees who are not participating in the program. In this regard, management retains the authority to review, determine and approve participation in the program.

b. Employee participation in the telework program is voluntary. Telework arrangements and schedules will be approved on an individual basis. A telework arrangement is not an employee

entitlement or right and may be terminated at will by either the employee or the supervisor. The Employer will consider both the nature of the proposed work to be performed while teleworking and the performance of the employee desiring to telework. Additionally, management must consider the following factors when deciding to approve or disapprove a request to telework:

- (1) coworkers' needs and the interrelatedness of the tasks and duties with the teleworking employee
  - (2) availability of technology and equipment needed to perform the work assignment offsite;
  - (3) office coverage needs
  - (4) customer service needs
  - (5) impact on the mission, staffing, workload and productivity
- c. The Employer is responsible for determining the duration of each telework assignment. Recurring task assignments will be scheduled for no more than one day per week and situational assignments will not last more than five consecutive workdays. Management has the discretion to approve or disapprove any telework assignment.
- d. The appropriate management official may cancel a telework arrangement at any time based on legitimate business reasons (i.e., decline in the employee's performance; failure to meet established deadlines; interference with mission; failure to adhere to requirements of the program, etc.)

### Section 3. Position Eligibility Criteria

a. Positions eligible for telework: The nature of the work must be suitable for telework. Work suitable for telework depends on the job content, rather than job title, type of appointment, or work schedule. Positions that perform tasks that are measurable, quantifiable, evaluated by the quality of a deliverable, and/or primarily project-oriented (statistical analysis or writing a field manual or program of instruction) are ideal candidates for telework. Telework is feasible for work that requires thinking and writing (data analysis, reviewing grants or cases, writing decisions or reports); and for computer oriented tasks (programming, data entry, and word processing).

- b. Positions not eligible for telework:
- (1) frequent or short-notice face-to-face interaction with internal or external contacts or frequent ad hoc meetings (positions with direct and recurring customer service duties).
  - (2) daily handling of classified materials, or data that cannot be moved from the regular office that would present a security risk, or breach of confidentiality (classified material, security documents, libraries, personnel records, medical records, etc.).
  - (3) daily handling of controlled unclassified information (CUI), particularly its telecommunication or electronic storage.
  - (4) use of a government vehicle (truck driver, motor vehicle operator).
  - (5) any work that must be performed at the regular worksite (security related matters, tasks requiring face-to-face contact, issuing and accounting for supplies and materials, medical care, child care, safety and ammunition inspectors, range control duties, equipment repair, surveying property, or dealing with wildlife).
  - (6) trainee or entry level positions.

#### Section 4. Employee Eligibility Criteria

a. Employees suited for telework. Supervisors must determine whether employees are sufficiently familiar with the structure, operations, and workings of the office to permit working effectively away from the regular workplace and that employees have demonstrated personal characteristics of a self-starter, good organization skills, and the ability to function independently that is suited to telework. As a minimum, employees must have demonstrated:

- (1) dependability and ability to handle responsibility;
- (2) a proven record of high personal motivation;
- (3) ability to prioritize work effectively and utilize time management skills; and
- (4) received a performance rating of at least fully successful on the most recent performance appraisal of record.

b. Employees not suited for telework. Telework is not approved for employees who:

- (1) are not meeting performance standards;
- (2) are on leave restriction notification;
- (3) received a disciplinary and/or adverse action at any time in the past 12 months, or currently under a proposal for such;
- (4) are assigned/appointed to trainee or entry level position

#### Section 5. Information technology support.

a. The Employer will determine the availability of government-owned information technology to support employees performing official duties at their homes. The Employer assumes no responsibility for any operating costs associated with the employee using the residence as an alternative worksite, including home maintenance, insurance, or utilities.

b. A government-furnished computer or approved “virtual” computer is required in order to process government data in any telework arrangement. The determination to provide and install government-furnished equipment for use by a teleworker at the alternative worksite is at the discretion of the responsible organization.

c. The following policies apply:

(1) Teleworkers cannot work on classified material at alternative worksites. Employee-owned hard drives used (intentionally or unintentionally) to store classified information become property of the Army.

(2) Government Furnished Equipment (GFE), software, and communications, with appropriate security measures, are required for any regular and recurring telework arrangement that involves sensitive unclassified data, including Privacy Act data, or For Official Use Only data. Any equipment provided is for the OFFICIAL use of government business. The Employer will ensure teleworkers are held accountable for any government furnished equipment.

(3) The Employer is responsible for the service and maintenance of government-owned equipment.

(4) The Employer assumes no responsibility for any operating costs associated with an employee using their personal equipment and residence as an alternative worksite. This includes home maintenance, insurance, and utilities.

## Section 6. Telework Agreement

a. The Telework Agreement, DD Form 2946 will address the terms and conditions of the arrangement, logistics of the alternate workplace arrangements, work schedule, security requirements as necessary, safety requirements for the alternate worksite, supplies and equipment issued, protection of GFE, performance expectations, and the employee's telework duties and responsibilities. All telework agreements will address the following:

(1) The employee's telework location (e.g., the employee's home, or other approved alternate workplace such as a telework center, when appropriate). If requesting telework at home, one area in the home must be designated as the official work station.

(2) Instructions on whether sensitive unclassified or competition sensitive source selection data is authorized for use at the telework location and documented on DD Form 2946 and a description of the proper encryption, storage, safeguarding, and return of such information and data.

(3) Supervisor expectations of the employee's performance, work assignments, office coverage, and staff communication should be clearly addressed. As with on-site personnel, employees will be held accountable for the results that are produced while teleworking.

b. Employees who wish to telework must initiate a written request and receive written supervisory approval. Employees must initiate and complete Department of Defense Telework Agreement, DD Form 2946 which must be signed and dated by the employee and supervisor and maintained by the employee's supervisor.

c. Teleworking does not change the terms or conditions of employment. Teleworkers must be accessible during normal duty hours and available to supervisors, coworkers and others for Employer business by telephone, voicemail, and/or e-mail during the scheduled tour of duty. As with on site personnel, teleworkers will be held accountable for the results that they produce while teleworking.

d. Teleworkers may be required to return to the regular worksite on scheduled telework days based on operational requirements. Supervisors will provide as much advance notice as possible. A recall to the office for operational reasons is not a termination of the telework agreement.

e. Employees participating in a telework arrangement are responsible for protecting and securing all government furnished equipment (GFE) and controlled unclassified information (CUI) and comply with all criteria and guidelines for information and electronic security. Loss, theft, or damage to Employer equipment will be addressed in accordance with regulatory guidance. Employees may be held liable for the repair or replacement of the equipment due to misuse or negligence.

f. The original telework agreement will remain in force until cancelled by the employee, supervisor, or higher management official. Telework agreements will be reviewed by the supervisor and teleworker on an annual basis and revised when appropriate.

g. The telework arrangement will cease when an employee changes position either through reassignment, promotion, change to lower grade, transfer. In addition, a new DD Form 2946 must be completed when a new relationship is established between the employee and their supervisor.

## Section 7. Time & Attendance

- a. Teleworking employees must follow all Employer established regulations and policies on leave administration procedures when requesting and obtaining approval for leave. Employees have an obligation to inform the supervisor when they are unable to perform work due to illness during scheduled telework. Failure to follow established leave procedures may result in termination of the telework privilege.
- b. Employees will not work in excess of the prescheduled tour of duty (e.g., overtime, holiday work, Sunday work) unless appropriate approval is secured from the supervisor.
- c. In the event employees scheduled to work in the traditional worksite are excused/dismissed from duty due to adverse weather related conditions or other emergencies that affect the full or partial closing of the installation, employees at alternative worksites are expected to continue working to the greatest extent possible unless faced with the same situation.
- d. When an emergency affects the alternative worksite but not the regular office, the teleworker is responsible for promptly notifying the supervisor. The supervisor may request the teleworker to report to the regular office, approve the employee's request for appropriate leave, or grant an excused absence.
- e. Time and attendance will be appropriately documented and coded for telework in the timekeeping system. The supervisor will furnish the timekeeper a copy of the telecommuting worker's work schedule. The supervisor will certify time and attendance for hours worked at the regular office and the alternative workplace.

Section 8. Training. All telework participants and supervisors must complete telework training prior to signing a telework agreement so that telework policies and guidelines are fully understood prior to implementing a telework arrangement. Comprehensive OPM telework training courses for supervisors and employees are available at the joint OPM/GSA telework website, [http://www.telework.gov/tools\\_and\\_resources/training/index.aspx](http://www.telework.gov/tools_and_resources/training/index.aspx).

Section 9. Termination/Suspension of Telework. The termination/suspension of the telework agreement may be requested by the employee or directed by the supervisor with advance written notification. Management may initiate the termination of the telework agreement if the employee's performance does not meet the prescribed standard, the terms of the telework agreement are breached, or the teleworking arrangement fails to meet organizational needs.

## ARTICLE 11

### HOLIDAYS

Section 1. Eligible employees shall be entitled to all holidays that are now established by law and those that may be added by law, and all holidays designated by Executive Order shall be observed as regular holidays. The following days are treated as holidays for purposes of pay and leave:

New Year's Day  
Birthday of Martin Luther King

President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
Any day designated as a holiday by Federal statute or Executive Order.

Section 2. Eligible employees shall receive 8 hours of pay at their regular rate plus any appropriate premium pay on all days designated as holidays on which they are not required to work. For employees on a compressed work schedule (CWS), the pay will conform to the pay regulation. Employees working on a holiday within their basic workweek shall receive the same pay as they would normally receive plus a day's pay to which they are entitled for the holiday. Eligible employees working on a holiday outside their basic workweek shall receive the same pay for the holiday as they would normally receive on an overtime day.

Section 3. The Employer will, upon request, relieve an employee from a holiday assignment if there is an equally well qualified employee available for the assignment and willing to work. When work on holidays is required of some and not all employees in like positions, previous holiday work will be considered and the holiday assignments will be made, consistent with applicable law and regulations.

Section 4. Except in cases where management does not have sufficient notice of the requirements, a minimum of 2 weeks advance notice will be provided employees required to work on holidays. In directing holiday work, the Employer will make every reasonable effort to distribute such holiday work equitably among the employees of the organizational unit concerned who can adequately perform the work required. The Employer will maintain a record of individuals who performed holiday work, which will be made available for review upon request of the employee(s) or union steward concerned.

## **ARTICLE 12**

### **ANNUAL LEAVE**

Section 1. Employees shall accrue annual leave in accordance with applicable laws and regulations. The Employer and the Union agree that the employee should attempt to schedule annual leave so as to avoid leave forfeiture. An approved absence which would otherwise be chargeable to sick leave may be charged to annual leave, if requested by the employee and approved by the Employer. However, annual leave may not be substituted for sick leave on a retroactive basis solely for the purpose of avoiding a forfeiture of annual leave at the end of the year, unless specifically authorized by law or regulation. Annual leave will be calculated in no less than 15 minute increments.

Section 2. OPM-71, "Request for Leave or Approved Absence", will be used to document annual leave requests and approvals. Employees will request leave as soon as practicable after their need for leave is known. Supervisors will approve or disapprove employees' requests for leave as soon as practicable after the request. When unscheduled annual leave (call in) is

requested, the employee will call the supervisor or his designee normally prior to the start of the work shift.

Section 3. Employees shall submit a tentative request for annual leave on/or before the first (1st) of February each year. In scheduling leave, due consideration will be given to the employee's wishes, consistent with workload requirements.

Section 4. Cancellation of scheduled "use or lose" leave will be based on employee illness or installation exigency. The Commander/Director will determine if the installation mission will suffer should the employee be on leave. Cancellation of scheduled leave will serve as reason for leave restoration, provided the leave was scheduled before the start of the third biweekly pay period prior to the end of the leave year as required by government wide regulation. The Employer will not unreasonably decline to schedule "use or lose" leave requested reasonably in advance of the 3 pay period timeframe. It is incumbent upon both, employees to request and supervisors to schedule, all "use or lose" leave before the start of the third pay period prior to the end of the leave year. Supervisors will explain the necessity for cancellation of any leave which has been previously approved.

Section 5. Requests for unscheduled leave in excess of 5 working days will be submitted in as much advance notice as possible and the supervisor will act upon such request in a timely manner, normally within 2 working days.

Section 6. When there is a conflict in annual leave requests which cannot be resolved through discussion, such conflict will be resolved on the basis of the following considerations, which are listed in priority order:

- a. timely submission of requests for annual leave
  - (1) employees who have submitted annual leave projections for the year prior to 1 February will be given consideration ahead of those who have submitted their annual leave projections for the year after 1 February
  - (2) after 1 February, those who request changes or additions to their annual leave will be given priority based on date of submission of such request.
- b. seniority based on service comp date for leave purposes
- c. prior leave that was granted for a particular day or time frame (e.g. Thanksgiving and/or Christmas holiday)
- d. it is understood that seniority may not be used again in future years for use of annual leave on the same day or time frame until all other unit employees have had an opportunity to utilize leave for the particular time frame

Section 7. The Union recognizes that on certain occasions, (i.e. holiday period) the Employer may desire to close an activity or directorate. The Union will be informed of alternate work sites to utilize those employees that opt not to expend leave during those periods of time. Supervisors will notify employees in the event the request cannot be accommodated.

## **ARTICLE 13**

### **SICK LEAVE**

Section 1. Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations. Both management and the Union will advise employees of the principles governing proper use of sick leave and the benefits that can be realized by the employee from accumulated sick leave.

Section 2. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties, provided that employees not reporting for work because of incapacitation for duty requests leave by notifying the appropriate representative of the Employer as soon as practicable, normally by telephone, within the first 2 hours after the beginning of the scheduled work shift and following with Request for Leave or Approved Absence, OPM form 71. If the appropriate representative of the Employer is not available, the notification and request for leave will be made to the next level supervisor.

Section 3. In MEDCOM, USAG Directorate of Emergency Services/Fire Department, and Lawson Army Airfield operations (includes Air Traffic Control) where a 24-hour coverage is required, the Union recognizes the advantage to the Employer and fellow employees when such notice is given to the appropriate representative of the Employer on duty 4 hours before the start of the employee's scheduled shift. The Union recognizes the urgent requirements of the MEDCOM and elements identified above, and fully support maximum advance notice by employees and, in any event, normally not later than 3 hours before the employee's scheduled shift begins. The Employer recognizes that rare and unusual circumstances may preclude compliance with these requirements.

Section 4. Employees on extended sick leave will provide an OPM form 71 and written medical prognosis from attending physician to the Employer at least once each 30 days.

Section 5. An employee who, after having been absent from work for an extended period due to serious illness or injury, shall provide their supervisor the necessary paperwork for consideration for returning to duty.

Section 6. Decision to grant or not to grant sick leave will not be based solely on the issue of timeliness of the notification and the request for leave. An employee's request for sick leave will be denied if it is determined that there is not a proper basis for use of sick leave. Leave may also be denied if the employee has not complied with procedures for requesting sick leave approval or if they have no accrued sick leave.

Section 7. Consistent with regulatory requirements, sick leave may be granted to the extent due and accrued for medical, dental, or optical examinations, x-rays, and treatment. Sick leave for these purposes must be applied for in advance, except for emergencies, minimum amounts of leave requested

Section 8. In accordance with 5 CFR 630.405, employees may be required to furnish a medical certificate or other administratively acceptable evidence to substantiate a request for approval of sick leave in excess of three workdays, or for an absence of any duration when deemed necessary. When medical documentation is required it must be provided to the supervisor/manager within 15 days. When sick leave abuse is suspected, the employee will be advised in writing that all future absences for sick leave must be supported by medical certificate.

Section 9. All cases requiring a medical certificate for each absence shall be reviewed by the Employer for the purpose of determining whether such penalty can be eliminated. Such review shall take place at the end of 6 months from date of issue of official written notice requiring a medical certificate and each 6 months thereafter if it has not previously been rescinded. When a restriction is to be continued, the Employer will so notify the employee in writing and the employee may provide a copy to the union if they so desire. When it has been determined that the restriction is no longer necessary the employee shall be notified in writing.

Section 10. If an employee is absent because of incapacitation for duty and does not obtain professional medical attention, sick leave for the period, if due and accrued, shall be granted upon submission of acceptable administrative evidence other than a medical certificate.

Section 11. Employees who are sent home sick by the Employer shall be granted sick leave for the remainder of the day. Granting of sick leave on subsequent days shall be in accordance with applicable regulations.

Section 12. Unearned sick leave will be advanced to an employee in cases of serious illness or disability upon request, not exceeding 30 days, in accordance with applicable statutes and regulations. Criteria for advancing sick leave are: absence would result in non-pay status in excess of five workdays (three work shifts for firefighters/EMTs) due to serious disability or ailment for which there is inadequate leave accrual; the employee's sick leave record clearly indicates a pattern fully consistent with the principles governing proper use of sick leave; all compensatory time and accrued sick leave and all annual leave subject to forfeiture have been used; and medical prognosis and other evidence give reasonable assurance that the employee will be able to resume duty on a regular basis and accrue sufficient sick leave credit to liquidate the amount advanced.

Section 13. The Union will cooperate with the Employer in an effort to eliminate abuse of sick leave by taking action to correct the abuser and by encouraging employees to use sick leave properly and in accordance with applicable laws and regulations.

Section 14. An employee will not engage in any outside employment or attend school during absence on sick leave.

Section 15. Under the Family and Medical Leave Act, eligible employees who have completed 12 months of Federal service may take a total of 12 weeks of unpaid family and medical leave during a 12-month period for one of the following reasons.

- a. the birth of a son or daughter and care of the newborn;
- b. the placement of a child with the employee for adoption or foster care;
- c. the care of a spouse, son, daughter, or parent of the employee if such spouse, son, daughter, or parent has a serious health condition; or
- d. a serious health condition of the employee that makes the employee unable to perform the essential functions of the position.

Section 16. Employees who qualify must provide medical certification outlining the nature and severity of the serious health condition and relationship of person with serious health condition. Management retains the right to request a second medical opinion, if appropriate.

Section 17. Employee has the right to be returned to same position or an equivalent position with equivalent benefits, pay status, and other terms and conditions of employment.

Section 18. Eligible employees have the right to continue health benefits during the period of FMLA leave and the option of paying share of premium on a current basis or paying upon return to work.

Section 19. Employees who have accrued leave will have the choice of taking accrued or unpaid leave.

## **ARTICLE 14**

### **LEAVE WITHOUT PAY**

Section 1. Employees may be granted leave without pay at their request when approved by the Employer. It may be granted whether or not the employee has annual or sick leave to their credit. Extended leave without pay may be approved for such purposes as education which would be of benefit to the Employer, recovery from illness or disability, or protection of employee status and benefits pending initial decision on claims for disability retirement or injury compensation, as provided in applicable law and federal regulation.

## **ARTICLE 15**

### **COURT LEAVE**

Section 1. If an employee is called for jury duty, or to appear in court as a witness in a nonofficial capacity on behalf of a state or local government, the Employer will grant court leave consistent with regulations. If an employee is called for the above civic duties, he shall promptly notify the Employer, normally within two duty days, and shall submit a true copy of the summons. When released by the court for any day or a substantial portion of a day, the employee will return to duty unless the return would cause a hardship because of the distance from home, duty station, or the court. Employees are required to provide a Certificate of Service upon return from jury duty. The Employer recognizes that 24 hour shift, 24/7 shift and employees on compressed work schedules (CWS) may be realigned to day shift for performance of court duties, without loss or reduction in pay. Time spent in such activities will be documented as court leave.

Section 2. When 2 hours or less remain in the daily tour, the employee should not be required to return to duty. Failure to return to duty when required may result in a charge to annual leave or leave without pay (LWOP), if requested and approved, or the absence may be charged to absence without leave (AWOL) if approval of the supervisor was not obtained.

Section 3. Upon completion of his services, the employee shall present to the Employer satisfactory evidence of the time served on such duty.

Section 4. Employees summoned under subpoena to testify in an official capacity on behalf of the United States or District of Columbia government, a state or local government or a private party will not be paid witness fees nor will the time served as a witness be charged to court leave or annual leave. The time will be recorded as official duty. If any fees are paid, they must be remitted by personal check or money order to the appropriate payroll Customer Service Representative (CSR) of the employing activity. Fees not submitted in a timely manner are subject to payroll deduction.

NOTE: Employees serving as jurors in the state of Alabama or other states that reimburse with fees for service are required to provide the agency with any compensation received for that service in accordance with DOD procedures. There is no requirement to provide the expenses (allowances) paid to jurors in the state of Georgia.

Section 5. Employees who testify in a nonofficial capacity on behalf of a private party to which the United States, the District of Columbia, a state, or local government is not a party are not entitled to court leave. The employee must take annual leave or leave without pay (LWOP). The employee is entitled to any fees/expenses that are related to such witness service.

## **ARTICLE 16**

### **VOTING ABSENCE**

Section 1. When voting polls are not open at least (3) hours either before or after employees' regular hours of work, employees may be granted time to vote in accordance with applicable regulations. In such instances, any approved absence will be that which will cause the least period of absence from the job.

Section 2. Employees off duty for more than 3 hours while the polls are open shall not be granted excused leave.

Section 3. The Employer is encouraged to support employees' preference in voting time; however, the minimum time absent from work, authorized by law, will not be exceeded.

## **ARTICLE 17**

### **EXCUSED ABSENCES & ADMINISTRATIVE DISMISSALS**

Section 1. An excused absence is an administratively authorized absence from duty without loss of pay and without charge to other paid leave. The time spent on excused absence is considered part of an employee's basic workweek. Therefore, approving officials should use the authority sparingly and limited to situations involving brief absences.

Section 2. Comptroller General decisions establish some parameters for the use of excused absence and limit the approving official's discretion to situations involving brief absences. In addition, the Office of Personnel Management and the Department of Defense advise limiting the approval of excused absence. Where absences are for longer than brief periods, excused absence is generally inappropriate. Approving officials should ensure that the granting of excused absence is not specifically prohibited by law.

Section 3. Supervisors may also excuse employees for unavoidable absences of less than one hour if the employee has acceptable reasons. Supervisors may charge absence without leave (AWOL) if the circumstances do not justify excusing the absence or approving annual leave

Section 4. An employee absent because of illness resulting from administratively required vaccinations or immunizations will be excused.

Section 5. Those employees required by the Employer to submit to medical examination to determine their continued medical fitness for duty will not be charged sick leave or other leave during the examination. Excused absence up to one full day will be granted for physical examinations conducted when an employee is in normal duty status, for enlistment, re-enlistment, or induction into the armed forces when a request is supported by official notice from military authorities, in accordance with published agency regulations.

Section 6. Employees will be entitled to military leave in accordance with applicable laws and regulations.

Section 7. Subject to supervisory approval, employees who are members of chartered emergency rescue squads or volunteer fire companies recognized by civil authorities and operating in areas near the installation will be authorized up to 40 hours excused absence during the leave year for purpose of emergency rescue or protective work. Employees must make their supervisors aware of the outside activities such as volunteer fire fighting or rescue squad work if they intend to request excused absence. Upon return to duty, squad members will furnish a statement signed by the squad official describing the specific emergency. This statement will support the employee's time and attendance report.

Section 8. Subject to mission requirements, when employees are released by the supervisor to donate blood, they will be given up to 4 hours of administrative time for which the employee would otherwise be in a duty status. The 4 hours begins when the employee leaves the work site to donate.

Section 9. An employee may use up to 7 days of paid leave each calendar year to serve as a bone-marrow donor. An employee also may use up to 30 days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.

Section 10. The installation commander will determine when all or part of the installation will be temporarily closed and the employees dismissed for the following reasons:

- a. For climatic or disaster reasons that interrupt the normal operations of an establishment by events such as emergencies due to disaster, fire, flood, or extreme weather conditions; or
- b. For managerial reasons, when the closing or partial closing of an establishment is required for short periods of time the reasons may include when operations are interrupted or suspended due to acts of God, (such as inclement weather) power failure or equipment breakdown. Employees who are in a duty status and whose services cannot be utilized in their present work area or elsewhere, as determined by the Employer, shall be administratively excused from duty without charge to leave or loss of pay based on regulations covering the tour of duty. Questions concerning applicability of this section will be referred to the Civilian Personnel Advisory Center for appropriate determinations and coordination of approval authority.

## **ARTICLE 18**

### **POSITION CLASSIFICATION**

Section 1. The parties agree to the principle of equal pay for substantially equal work within the bargaining unit. The Employer recognizes that job descriptions that accurately reflect the major duties and responsibilities in a manner adequate for correct classification and effective recruitment are fundamental to this principle. The Employer agrees that the supervisor will review each employee's position description regularly (at least annually, or when significant changes are made to duties assigned) for adequacy and accuracy. The supervisor will promptly consult CPAC regarding any necessary changes.

Section 2. Position descriptions will reflect the major duties which are officially assigned and actually performed on a regular and recurring basis and will be prepared by the Employer in accordance with format and content requirements in governing regulations. Each employee will be provided a copy of the official position description, as soon as possible after date of entrance on duty, and will be furnished all subsequent changes. Each employee will receive a copy of their position description upon appointment, position change, or a change in the position description.

Section 3. When an employee believes their position description is not accurate, the employee should discuss this matter with their supervisor. During this discussion, the employee will provide the supervisor with sufficient information to enable the supervisor to make such a determination. If an employee continues to be required to perform significant duties which are not recorded in their job description, and their supervisor does not initiate action to have the duties either assigned elsewhere or recorded on the employee's position description, the employee may seek resolution through the negotiated grievance procedure.

Section 4. It is understood that the phrase "performs other duties as assigned," which appears in employee position descriptions, is not intended to include major duties performed on a regular or recurring basis.

Section 5. An employee may appeal at any time, in person or through a representative, the current classification (title, series, grade, and/or pay category) of the official position description through the appropriate appeals procedure. The request of an employee and/or their representative to discuss position classification matters or classification standards with the Employer's representative will be honored. Appointments for this purpose will be established as soon as possible, based on workload and availability of appropriate personnel. Employees may be represented or assisted by a representative in discussing complaint/appeal matters, in reviewing classification standards that pertain to the position, or in preparing and presenting a complaint or appeal.

Section 6. If consistency reviews are directed by higher authority, the Employer agrees to notify the Union.

## **ARTICLE 19**

### **MERIT PROMOTION & INTERNAL PLACEMENT**

Section 1. The merit promotion and internal placement system shall regulate the filling of bargaining unit positions by means of fair and equitable procedures. This system shall be administered by the Employer so as to enable individuals to be evaluated and considered according to their merit and ability. All positions in the bargaining unit that are filled utilizing competitive promotion procedures shall be filled with available qualified candidates.

Section 2. Merit promotion actions for positions within the bargaining unit will be processed in accordance with the local merit promotion plan, as required by 5 CFR 335.103, except where otherwise denoted by the Agreement.

#### **Section 3. Details**

a. A detail is the temporary assignment of an Employee to another position or set of duties, either at the same, higher, or lower grade. Employees on a detail should update their resume to document their detail experience. The Employer reserves the right to decide when the use of a detail is necessary to accomplish the mission. Under normal circumstances details shall be on a fair and equitable basis, to include those rotated among employees in the work unit. Details of 31 calendar days or more will be documented in the employee's Official Personnel Folder (OPF).

b. Details of more than 120 days to a higher graded position will be filled using competitive procedures in accordance with 5 USC 3341.

Section 4. When filling positions utilizing competitive promotion procedures, the first area of consideration will include all Fort Benning activities subject to this Agreement, however, the Union recognizes management's right to select from any appropriate source.

## **ARTICLE 20**

### **CONTRACTING OUT**

Section 1. The Employer agrees to consult openly and fully with the Union regarding any proposed action taken under OMB Circular A-76 to study or contract out existing functions which have bargaining unit positions.

Section 2. The Employer will provide to the Union, upon request, relevant and pertinent information concerning all cost studies (for actions covered under Section 1), specifically: the invitation for bid, request for quotation or request for proposal; abstract of bids; correspondence from higher authority directing the cost study; correspondence from Department of Labor regarding certification of a wage rate; the performance work statement; the "milestone" chart or similar document setting forth the estimated dates for the contracting out process; all changes to performance work statements; all bidder questions and Employer answers related to the performance work statement. In addition, the Employer agrees to provide to the Union, upon written request, other information concerning its A-76 contracting out activities that is normally maintained, readily available, not prohibited by law, and which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors. Information which

will be provided does not extend to information which is classified, proprietary information, or procurement sensitive information, the release of which will compromise the procurement process.

Section 3. The Union has the right to negotiate on appropriate arrangements, not already covered by agreements between the Union and the Employer, for employees adversely affected by contracting out. This is not to be construed as affecting the Employer's rights to make determinations with respect to contracting out and to determine the personnel by which the Employer's operations will be conducted.

Section 4. Periodic briefings will be held between the Employer and the Union to provide the Union with information pursuant to OMB Circular A-76 and this Agreement, on matters which may adversely affect bargaining unit employees. These briefings may include representatives of other unions and other management personnel. Briefings will be held with adversely affected employees for the purpose of providing information concerning contracting out. The Union will be afforded the opportunity to be present at all such briefings.

## **ARTICLE 21**

### **REDUCTION IN FORCE**

Section 1. The Employer and the Union jointly recognize that occasions may arise where adjustments of the work force may be necessary by reduction in force (RIF). All reductions in force will be executed in strict compliance with applicable laws, rules and regulations.

Section 2. A reduction in force occurs when an employee is released from their competitive level by separation, demotion, and furlough for more than 30 consecutive days, or reassignment requiring displacement, when the release is required due to:

- a. Lack of work.
- b. Shortage of funds.
- c. Insufficient personnel ceiling.
- d. Exercise of re-employment rights or restoration rights.
- e. Reclassification of an employee's position due to erosion of duties under certain circumstances described in 5 CFR 351.201.

Section 3. When it becomes apparent that a RIF may be necessary, the Employer will keep the Union and employees informed. The Employer and Union agree to support actions which will mitigate potential RIF, to share any ideas for such actions, and to implement those ideas which are feasible. If RIF becomes necessary, the Employer agrees to notify the Union of reasons RIF is proposed, approximate number and types of positions affected, proposed effective date of the action. As the RIF planning proceeds and more specific information becomes available, the Employer agrees to share RIF information with the Union promptly. The Employer agrees to provide any general and/or specific RIF notice to employees and Union concurrently. The Union will render assistance in communicating to employees the reasons for effecting any RIF.

Section 4. It is the employee's responsibility to ensure that the Official Personnel File (OPF) is accurate and up-to-date. All employees affected by RIF in a specific competitive area will be provided the opportunity to review data elements from the automated system which impact RIF standing/placement and to submit corrections, which will be posted prior to the RIF execution.

Materials submitted to the CPAC for inclusion into an OPF prior to an established date will be requested and publicized at least one month in advance will be considered in determining placement rights.

Section 5. RIF's will be administered in a manner which will affect the necessary reductions in personnel strength with a minimum of disruption to the mission and of dislocation of employees.

Section 6. RIF procedures do not suspend the Employer's authority and responsibility to take other legitimate actions in accordance with law, such as reassignment, change of duty station, or demotion for unacceptable performance.

Section 7. Funded vacancies within the competitive area will be used to satisfy an employee's RIF assignment rights, or in lieu of RIF separation. Upon mutual agreement with appropriate management officials, vacant positions in other competitive areas may be used to place affected employees. If two or more vacant positions are equal in terms of representative rate, the CPAC will determine the position to be offered when determining placement suitability.

Section 8. Both parties support the goal of maximizing employee retention by waiving qualifications when appropriate. Qualifications (except minimum education requirements) may be waived in offering vacant positions, when in the opinion of the Employer, the employee has the capacity, adaptability, and special skills needed.

Section 9. Retention registers will be maintained in the CPAC and available for review by affected employees. Employees and their representatives will be permitted to inspect not only the register for their own competitive level, but also other registers and records which have a bearing on reduction in force actions in their specific case. The Employer shall make available for review a copy of all retention registers affecting employees simultaneously with the issuance of RIF notices to affected employees.

Section 10. Employees who receive notice of separation and are nearly eligible for retirement will be allowed to use any accrued annual leave to cover a maximum of 90 calendar days in order to become eligible for an immediate annuity.

Section 11. Nothing in this article is intended to waive the Union's right to bargain over the appropriate arrangements and procedures (AA&P) of any RIF affecting employees during the life of this contract. The parties agree not to renegotiate existing provisions of this article.

## **ARTICLE 22**

### **PERFORMANCE APPRAISALS TOTAL ARMY PERFORMANCE EVALUATION SYSTEM (TAPES)**

Section 1. TAPES will be administered in accordance with applicable laws, regulations, and AR 690-400 Chapter 4302 Total Army Performance Evaluation System for evaluating bargaining unit employees. The Employer agrees to operate a performance appraisal system that is fair and as objective as possible utilizing the performance plan/standards as the basis for the rating.

Section 2. GS-8 and below will receive a performance appraisal utilizing the Base System, with the pre-established 12-month rating cycle ending in the birth month. The Senior System covers all GS employees at grades GS-9 and above. The annual 12-month rating cycles for senior system are:

- 1 Jul – 30 Jun for GS-13 and above
- 1 Nov – 31 Oct for GS-9 to GS-12

Section 3. In order to ensure that the TAPES system is effectively utilized, both parties encourage all personnel to develop their understanding of the system through attending offered training and actively seeking available assistance.

Section 4. Performance standards will be provided to each employee. Employees are encouraged to participate in developing performance standards. The Employer retains final authority in establishing performance standards, which are not grievable.

Section 5. Raters should ensure that performance plans are in place within 30 days from the beginning of each rating period. If circumstances affecting performance standards arise during the performance period, documentation of standards should be added, deleted or modified in the performance plan as appropriate and provided to the employee.

Section 6. An approved performance plan must be in place for at least 120 days for an employee to receive a rating, and a request for extension of the rating period is appropriate to complete the 120 days.

Section 7. Raters should conduct formal performance related discussions at both the beginning and approximate midpoint of each rating period. Raters will make allowances for those factors which are beyond the direct control of the employee (such as new equipment, technology, etc.) and will be taken into consideration when the rating is accomplished or the rating extended to allow for training.

Section 8. The initial and midpoint counseling sessions of the rating period are where the performance objectives are discussed and the checklist or support form (as applicable) is initiated. The presence of a Union representative is not required during routine TAPES performance discussion/counseling. An employee may have a Union representative present if the Employer has more than one management person present (formal meeting) and if requested by the employee.

Section 9. An employee's performance evaluation is a continuing process and face to face counseling and discussion is an important aspect. The Employer will hold a midpoint counseling session with each employee during each rating period. This midpoint counseling session will be conducted during a window defined as the rating period midpoint. If the initial counseling is delayed then the time for the midpoint counseling will be delayed accordingly.

Section 10. During performance counseling sessions the ratee and rater will discuss the level of performance to date by comparison with the documented performance standards and responsibilities/objectives established. When applicable, ratees will be provided guidance and advice as to how to improve their work productivity. Highlights of discussions pertaining to performance are recorded on appropriate performance plan and initialed by both rater and ratee. Initialing constitutes neither agreement nor disagreement with content recorded or

attached; it will simply indicate that both parties were made aware of the content and did discuss the issues.

Section 11. At any time during the rating period that a ratee's performance fails to meet a documented standard/responsibility/objective, the rater will inform the ratee in writing that the performance is failing to meet the standards required.

Section 12. The Employer agrees to assist employees in improving performance and to provide reasonable opportunity to demonstrate acceptable performance. The first steps taken are corrective in nature and include counseling sessions. Corrective steps may include constructive assistance, counseling, listing of deficiencies, or remedial training appropriate to the situation and closer supervision, as appropriate

Section 13. In the event the employee continues to perform at an unacceptable level despite steps taken above, the Employer will:

- a. Counsel the employee for failure in specific responsibilities, objectives or performance standards prior to issuing a Performance Improvement Plan (PIP).
- b. Issue a PIP which clearly states what the employee must do to improve from fails to needs improvement for specific responsibilities, objectives or performance standards. PIP's will be in place for no less than 90 days.
- c. Not hold the employee accountable for work not completed during an excused period of absence.
- d. Inform the employee that failure to achieve and sustain an acceptable level of performance may result in reassignment, reduction in grade or removal.

## **ARTICLE 23**

### **TRAINING**

Section 1. It is the employee's responsibility to maintain his proficiency in connection with his duties. The employer will keep employees informed of training requirements related to their jobs.

Section 2. The efficiency of operation and conduct of training and development activities for employees are the responsibilities of the Employer.

Section 3. When a need is determined by the Employer, training may involve cross training, on-the-job training, formal classroom training, training relative to new materials that may be encountered and hazards that may be involved while performing their duties, and resident and nonresident courses available in Government and non-Government activities. Such opportunities, including attendance at Government expense, will be available to employees on a fair and equitable basis.

Section 4. Employees are expected to take full advantage of opportunities presented by the Employer to further their proficiency.

Section 5. Consistent with applicable law and regulations, unit employees required to attend proficiency training, drills, classroom instruction, etc., will be in a duty status.

Section 6. Due consideration will be given to providing opportunities for employees occupying lower level positions (GS-7 and below) to improve their education and receive training and work experience which will increase productivity, develop potential and improve the utilization of available manpower.

Section 7. When crediting college courses for merit promotion purposes, the Employer will not distinguish between accredited colleges and universities.

## **ARTICLE 24**

### **DISCIPLINE & ADVERSE ACTIONS**

Section 1. Employees may be disciplined for such reasons as will promote the efficiency of the federal service as provided in 5 U.S. Code chapter 75.

Section 2. The Employer agrees that all disciplinary actions shall be handled in an expeditious manner after the Employer has become aware of the alleged misconduct.

Section 3. Employees who may be suspended from duty without pay or removed from the Federal service under the provisions of 5 U.S.C. Chapter 75 and who are subject to the provisions of that chapter will be given notice of the proposed action. The employee, at his option, may provide an oral or written reply or both. The employee may be represented at the reply by a representative of his choice, provided the representative consents to representing the employee. Grievance or appeal rights of the employee will be included in the notice of decision. This notice will refer to AFGE Local 54, the Union's building number, the telephone number, and the name of current president.

Section 4. Employees or their representative may request a copy from the CPAC of the material used to support the action which is furnished to the deciding official, with the exception of the employee's Official Personal File, which will be made available upon request. Any material not disclosed will not be used by the Employer to support their reasons in the notice. Any new evidence which will amend or create a new allegation or reason for the proposed action, will require a new proposed action if such evidence is to be relied upon. This does not prevent the deciding official from gathering additional information to verify or refute information contained in the packet or provided by the employee.

Section 5. When the Employer proposes to suspend an employee for 14 calendar days or less, the following procedures will apply:

a. The Employer will provide the employee with at least 10 days advance written notice. The notice will state the reasons for the proposed disciplinary action, with sufficient detail to enable the employee to understand the reasons for the action.

b. The employee may respond orally and/or in writing within 7 days from receipt of the notice, and may furnish affidavits and other documentary evidence in support of his/her response. The employee will normally be granted an extension of the reply period, if the employee:

- (1) requests such an extension in writing prior to the expiration of the initial response period; and,
- (2) provides demonstrated and valid reasons for requiring such an extension.

c. After receipt of the written and/or oral response, or the expiration of the notice period, whichever comes first, the Employer will issue a written decision to the employee, which shall include a statement of the employee's right to grieve as provided for in this agreement. Disciplinary and adverse actions will be based on reasons specified in the advance notice. If the employee is represented by the Union, management agrees to furnish a copy to the Union within two (2) business days.

Section 6. When an employee is to be served with a warrant or subpoena, to the extent it is feasible and within management's control, it will be done in private without the knowledge of other employees.

Section 7. For the purposes of this article, time that an employee is under orders and in an active duty military status will not be counted as part of notice or response periods.

Section 8.

a. Employees shall be given at least thirty (30) calendar days advance written notice of any adverse action proposal and a reasonable time in which to prepare a reply unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations.

b. The employee may respond orally and/or in writing within 15 days from receipt of the notice, and may furnish affidavits and other documentary evidence in support of his/her response, except in those circumstances which require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations. The employee will normally be granted an extension of the reply period, if the employee:

- (1) requests such an extension in writing prior to the expiration of the initial response period; and
- (2) provides demonstrated and valid reasons for requiring such an extension

Section 9. Employees who receive notices of proposed suspensions or adverse actions will be provided a reasonable amount of duty time, normally not to exceed 4 hours for disciplinary actions and 8 hours for adverse actions to confer with their representative and prepare their response.

Section 10. If, upon appeal, the action is not sustained and the Merit Systems Protection Board (MSPB) directs the Employer to reinstate and make whole the employee, the Employer will comply within the number of days specified in the MSPB decision, unless the Employer notifies the employee in writing that it intends to challenge the MSPB decision.

Section 11. It is the employee's responsibility to request Union representation at investigatory meetings in accordance with the Weingarten Act. If representation is desired by an employee, the employee will be given an opportunity to have Union representation present at any examination of an employee by a supervisor in connection with an investigation, if the employee

reasonably believes that such examination may result in disciplinary action against the employee. Although the Employer will accommodate an employee's request to have a Union official present by giving the employee an opportunity to contact a Union official, such examination will normally not be delayed beyond 48 hours, exclusive of weekends and holidays from the date/time the examination was initially scheduled to be held. This right does not apply to everyday work related communication between supervisors and employees, nor to discussion relating to job performance.

## **ARTICLE 25**

### **GRIEVANCE PROCEDURES**

Section 1. The purpose of this Article is to provide a procedure for the consideration of grievances over the interpretation or application of this Agreement and the application of published agency policies and regulations not contained in this Agreement.

Section 2. A grievance means any complaint

- a. by any employee within the bargaining unit on matters relating to personnel policies, procedures, and working conditions of the employee;
- b. by the Union or the Employer covering:
  - (1) The application or interpretation or claim of breach of this Agreement
  - (2) Any claimed violation, misinterpretation or misapplication of any law, rule or regulation of appropriate authorities outside the Agency
- c. Except that it shall not include:
  - (1) Any claimed violation of subchapter III of Title 5 Chapter 73 relating to prohibited political activities
  - (2) Retirement, Life, or Health Insurance
  - (3) A suspension or removal under Title 5 Section 7532
  - (4) Any examination, certification or appointment
  - (5) The classification of any position which does not result in the reduction in grade or pay of an employee
  - (6) Termination of probationary Employees (5 USC 3321) and termination of temporary employees (5 USC 3301, 5 CFR 316.402)
  - (7) Non-selection for promotion from a group of properly ranked and certified candidates
  - (8) Written notices of proposed actions

Section 3. This procedure shall be the only procedure available to the parties and the employees in the unit for resolving grievances which fall within its coverage. When this procedure is utilized, the employee or group of employees presenting the grievance may be represented only by the Union or a representative of the Union; however, an employee or group of employees may present grievances to the Employer and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given opportunity to be present during the grievance proceedings.

Section 4. Question of Grievability. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 3 of this procedure. All disputes of grievability or arbitrability shall be referred to Arbitration as a threshold issue in the related grievance.

Section 5. Appeal or Grievance Options. An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance, or adverse actions may, at his/her option raise the matter under a statutory appeal procedure or the negotiated grievance procedure, but not both. For the purpose of this section and pursuant to Section 7121(e)(1) of Chapter 71 of Title 5 U.S. Code, an employee shall be deemed to have exercised his option under this section when the employee files, in a timely manner, a notice of appeal under the appellate procedure or files a timely grievance in writing and under the negotiated grievance procedures.

Section 6. The merits of disciplinary actions (formal reprimands and suspensions of 14 days or less) may be grieved within 15 days from the effective date of the action through this grievance procedure. Grievances concerning these matters will begin with the step of grievance procedure which is at the next level of supervision immediately above the supervisor who made the decision on the action. Grievances pertaining to matters covered in Section 5 will begin at Step 3, of this Article.

Section 7. The Employer and the Union recognize and endorse the importance of settling complaints and grievances promptly and equitably at the lowest possible supervisory or management level. The parties of this Agreement agree to work toward this end.

Section 8. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance or loyalty or desirability to his organization. Conversely, occasional grievances presented against management will not reflect unfavorably against the overall quality of management.

Section 9. Employees, employee representatives, and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.

Section 10. An aggrieved employee shall be granted a reasonable amount of time without charge to leave or loss of pay to process his grievance, to include time to secure advice on his rights and privileges, obtain information or assistance, prepare documents and present the grievance.

Section 11. Representatives or observers who are employees may, if otherwise in a duty status, use reasonable amounts of official time without charge to leave or loss of pay for the purpose of participating in the personal presentation of a grievance, including any meeting held in connection therewith. Official time will not be granted to anyone employee for repeated service as a representative when such repeated service would prohibit satisfactory performance of his regular duties.

Section 12. INFORMAL PROCEDURE. A grievance shall first be taken up by the aggrieved employee(s), and his representative, if any, with the immediate supervisor. This may be the second line supervisor if the employee feels that discussion with his immediate supervisor

would be prejudicial to his interests. The supervisor shall discuss the matter promptly and review the situation impartially. During this informal discussion, the person involved shall make an earnest effort to resolve the matter. The supervisor shall make the necessary investigation and shall give his answer orally to the aggrieved employee(s) within 5 days after the date of the discussion. It is expected that most employee grievances will be settled at this level. If any grievance is not taken up with the employee's immediate supervisor within 15 days after the incident or after the Employee learns of the matter from which the grievance arose, such grievance shall not be presented or considered at a later date, except where the employee was not aware of being aggrieved, but in no case later than 90 days after the date of the alleged action.

Section 13. FORMAL PROCEDURE. If an acceptable solution is not reached during the informal discussion the grievance shall be further processed in accordance with the following procedures:

a. Grievance Procedure (1st Step): In the event of a grievance from an employee, the matter shall be first presented in writing to the Branch/Division Chief or equivalent (i.e., MEDDAC Department/Division) by the aggrieved employee and/or a Union representative (if representation is used). If a Union representative is not used, the Union will be afforded the opportunity to have an observer present. The grievance will contain:

- (1) A statement of the action grieved with sufficient detail to identify and clarify the basis for the grievance;
- (2) A statement of relief sought;
- (3) A statement of the contract violation, if any;
- (4) The name of the primary Union representative designated to handle the grievance.

The memorandum of decision of the supervisor will be provided within 15 days of the meeting.

b. Grievance Procedure (2nd Step):

(1) If no satisfactory settlement is reached at the first step, within 15 days of the receipt of the decision, the grievance may be elevated to the second step which is defined as the Division Chief/Director or equivalent (i.e., MEDDAC Deputy Commander).

(2) Within 15 days of receiving the grievance, the Division Chief or equivalent will meet with the aggrieved employee and/or a Union representative (if representation is used), and the immediate supervisor. If no representation is to be used, the Union will be notified of the time and place of the meeting in advance so it may have an observer present. A memorandum of the discussion will be prepared by management briefly summarizing the grievance, the consideration accorded it, the conclusions reached and the course of action decided upon. The memorandum of decision will be provided within 15 days of the meeting.

c. Grievance Procedure (3<sup>rd</sup> Step). If the grievance is not resolved at Step 2, the aggrieved employee, or his designated representative, may within 15 days elevate the grievance to the Commander or equivalent. The Union will also send a copy to the Civilian Personnel Advisory Center within 2 days. Within 15 days a meeting will be held between the Commander, or his designated representative and appropriate representatives of both parties. A decision shall be rendered in writing by the Commander or designee to the employee within 15 days after the meeting, with a copy to the Union. If the decision of the Commander is unsatisfactory to the Union, the grievance may be referred to arbitration under Article 26 of this Agreement.

Section 14. Failure of the Employer to comply with the time limits prescribed in this grievance procedure shall permit the employee to refer the case to the succeeding step of the procedures. Extensions may be granted, provided mutually agreed upon by both parties for unusual cases.

Section 15. At each step of the grievance procedure, the employee's designated representative shall be permitted to call relevant employee witnesses, who shall suffer no loss of pay for so serving.

Section 16. An employee will, upon request, be furnished information from official records which has a bearing upon his grievance unless such request is inconsistent with governing laws and regulations. Documents, regulations, and statistics which are readily available will be up to the employee or representative to obtain through the internet or other public sources.

Section 17. In the case of identical grievances involving a group of employees, one employee's grievance may be selected by the Union for processing and all decisions for that one grievance will be binding on the others.

Section 18. All grievances concerning interpretation or application of this Agreement initiated by the Union or the Employer will be processed under the timeframes of Step 3.

Section 19. Agency grievances will be submitted to the Local President.

## **ARTICLE 26**

### **BINDING ARBITRATION**

Section 1. If the Employer and the Union fail to settle any grievance arising under Article 25, Grievance Procedures, such grievance shall, upon written notice by the party requesting arbitration to the other party, be referred to arbitration.

Section 2. The Arbitrator will confine considerations to the interpretation of the provisions contained in this Agreement.

Section 3. Arbitration of a grievance may be invoked only by the Employer or the Union and does not require the approval of the employee or employees involved.

Section 4. If the parties fail to agree in a joint submission of the issue for arbitration, each shall submit a separate submission, with a copy to be furnished to the other party, and the arbitrator shall determine the issue or issues to be heard.

Section 5. Written request for arbitration must be served within 10 workdays following the conclusion of the last step of the grievance procedure. Within 5 workdays after notification, the party desiring arbitration shall request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within 10 workdays after receipt of such lists. The Employer and the Union will each strike one arbitrator's name from the list of seven and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 6. If for any reason the Employer or the Union refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 7. Arbitration under this article will be conducted as oral proceedings; however, either party may request a verbatim transcript or provide its own stenographic service, at no cost to the other party.

Section 8. The fee and expenses of the arbitrator shall be borne solely by the party against whom the arbitrator decides, provided that travel and per diem cost to the Employer shall not exceed the maximum rate authorized for DOD employees under Volume 2 of the Joint Travel Regulations. In those cases where the arbitrator's decision does not clearly establish the "loser," costs will be borne equally by both parties with the same provisos stated immediately above relating to travel and per diem costs.

Section 9. All representatives, appellants, and witnesses who are on duty shall be in a pay status without charge to annual leave while participating in the arbitration proceedings, which will be confined to the installation.

Section 10. The arbitrator will be requested by the parties to render his award, dated, as quickly as possible but in any event no later than 30 calendar days after the conclusion of the hearing(s), unless the parties otherwise agree. The award will be dispatched on the date of the award.

Section 11. The Arbitrator shall render his award to the installation Commander or the appropriate tenant Commander with a copy to the Union, which will be binding on the parties. Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority, as prescribed in Section 7122, Public Law 95-454.

Section 12. The Arbitrator may grant attorney fees as prescribed in Section 7135, Title VII of Public Law 95-454.

## **ARTICLE 27**

### **FIRE & EMERGENCY SERVICES**

Section 1. This section applies only to bargaining unit employees of the US Army Garrison Directorate of Emergency Services (DES), Fire and Emergency Services Division (FESD).

Section 2. FESD employees shall adhere to all requirements of applicable fire and safety laws, regulations, policies, and operating procedures in effect at the time of this agreement. The Employer shall develop, update, publish and provide Management Plans, Standard Operating Guides (SOGs), Standard Operating Procedures (SOP) and policies to employees that define specific employee responsibilities, requirements, and restrictions subject to be reviewed and renegotiated annually.

Section 3. Fire Prevention & Training Work Schedule. The fire prevention and training program employees are assigned to a 40 hour work week, normal duty hours will be Monday – Friday from 0700-1530, unless a longer lunch period is requested and approved. When mission dictates, tour of duty hours may vary with notification and approval.

Section 4. Operational Work Schedules and Duties. This section applies to firefighters except those assigned to fire prevention and training duties.

- a. Operational firefighters are assigned to 48/72 shift schedule working a 48 hours on 72 hours off schedule that meets the 144 hour pay period. Every two (2) years, the Employer may rotate the employees' fire station assignments to maintain breath of experience and qualifications. The Employer reserves the right to change employee's assigned shift and fire station to meet critical mission requirements at anytime, to include daily travel between fire stations to fill staffing shortfalls. The Employer can direct employees to change shifts based on mission requirements that are impacted by staffing shortages, certified firefighters or promotions.
- b. The firefighter pay act established operational firefighters shift schedule (365 days a year) as the workweek. Weekends and Federal holidays are considered a workday but left to the Assistant Fire Chief's discretion depending on training and program status.
- c. As a general rule, Saturday's are utilized solely for training and completion of work projects that were not completed during the week Monday through Friday. International Association of Fire Chiefs (IFAC) safety stand down days will be utilized also.
- d. As a minimum, work schedules must provide that at least 25 percent of the tour of duty is spent in standby status. The firefighters' 24-hour per day tour of duty shall commence at 0800 hours and end at 0800 hours on the following day. The following chart provides the daily work schedule:

0800	Roll Call/Dismissal
0800-0845	Vehicle/Equipment Inspection/Checkout
0845-0900	Station Break
0900-1200	Station, Vehicles, Training, Additional Duties, etc (A/C determines)
1200-1300	Lunch
1300-1415	Station, Vehicles, Training, Additional Duties, etc (A/C determines)
1415-1430	Station Break
1430-1700	Station, Vehicles, Training, Additional Duties, etc (A/C determines)
1700-1800	Dinner
1800-1930	Physical Fitness Training (conducted every shift)
1930-2200	Additional Duties, Position Qualification Training (i.e., night drills, DoD Certifications), Program manager update, etc
2200-0700	Standby Time
0700-0730	Wake-up Call (Personal Hygiene, cleaning bunkroom, securing bedding, etc)
0730-0800	Station/Vehicle Clean-Up, Preparation to Depart Duty or next Shift

- e. Normal training exercises shall be conducted during regular duty hours with the few exceptions covered herein. To maximize emergency response capabilities and promote employee occupational safety and health, management will ensure that nighttime training exercises, including the re-servicing of equipment, is conducted as early as practicable during hours of darkness.
- f. The Employer may direct temporary variances from the normal work schedule as necessary to meet mission requirements.
- g. Employees will respond to all applicable emergency calls regardless of the amount of assigned work and training already completed during the tour of duty.

- (1) Two employees will sign a letter of agreement with date/time they wish to exchange duty hours.
- (2) The Employer will validate position certification requirements and provide approval. The employee filling in must have the same certifications for the position.
- (3) Individuals filling in will be required to perform the full duties as required for a normal operational firefighter working their assigned shift
- (4) If the firefighter filling in becomes sick or must leave from the duty shift, then the firefighter who volunteered to work will be charged annual leave.

Section 5. Attendance at Union Meetings. Firefighters may attend Union meetings with the approval of the on-duty senior fire official (SFO) when mission requirements and availability allow. The Employer may provide them with radio and a fire department vehicle so that they can respond to emergencies.

## Section 6. Leave Program.

- a. Mission accomplishment remains top priority when considering leave requests. Since manning changes throughout the year, the approval of an individual's leave depends on manning conditions during the time period leave is scheduled.
- b. The Employer will approve/disapprove all annual leave requested during the November and December timeframe for the upcoming calendar year and at a minimum, the employee must schedule use or lose leave. Short-term leaves are non-scheduled annual leave and available on first-come basis when staffing or the mission permits. Leave for personnel will be managed as prescribed in current Office of Personnel Management regulations, Army regulations, and other applicable guidance. Further leave guidance is located in the Management Plan.

## Section 7. Notification and Medical Documentation for Sick Leave

- a. Sick leave will be documented on the "Request for Leave or Approved Absence", OPM Form upon return of the employee on the first duty day.
- b. In accordance with 5 CFR 630.405, employees may be required to furnish a medical certificate or other administratively acceptable evidence to substantiate a request for approval of sick leave in excess of three workdays, or for an absence of any duration when deemed necessary. When medical documentation is required it must be provided to the supervisor/manager within 15 days. When sick leave abuse is suspected, the employee will be advised in writing that all future absences for sick leave must be supported by medical certificate.
- c. Any employee working operations that has an injury or illness that directly conflicts with National Fire Protection Association (NFPA) 1582, Standard on Comprehensive Occupational Medical Program, Preventive Medicine AR 40-5, and Occupational Health Program Handbook USAIC Pamphlet 40-1, requirements and must be cleared by the Martin Army Community Hospital, Preventive Medicine, Occupational Health, prior to returning to duty.
- d. Employees shall notify the Employer no later than 0600 hours prior to the on-coming shift with the duration of sick leave in advance, when possible, to allow for sufficient coverage to meet mission requirements.

Section 8. Overtime is not a right but a management tool to meet mission requirements when staffing falls below the minimum requirements set forth by the Fire Chief.

a. Crew positions will have an assigned **qualified** firefighter slotted to the position. In the event of personal emergencies, temporary assignment to a higher position may be made while awaiting the arrival of recalled personnel or the redistribution of on duty personnel. Qualified shall mean "to be in compliance with DoD 6055.6-M by ensuring that no individual is allowed to "fill in" unless they have all the required certifications for that position."

- (1) Captain to District Chief Fill-In: Fire Officer II, Fire Instructor I and Fire Inspector I
- (2) Firefighter to Captain Fill-In: NEMT-B, Fire Officer I, Fire Instructor I and Fire Inspector I

b. The Employer will use a Mandatory Overtime (MOT) list based on the seven team shift schedule concept for all assigned operations personnel and initially arranged by service computation date for leave. This MOT will be available to all employees and the following are the overtime (OT) procedures:

- (1) Assistant Chief for Operations will maintain a MOT list and work from the top-down using a current rank order process.
- (2) Off-going teams will be in the OT availability for the on-coming/duty shift.
- (3) Employees on scheduled annual leave will be skipped over and placed back into the priority system upon return to duty.
- (4) New employees will enter the MOT list at the bottom.
- (5) Position certification requirements may require skipping over employees who do not have the minimum duty position certifications to fill the vacancy for that shift.

c. Procedures:

- (1) The Employer will use the MOT list to fill mandatory OT positions.
- (2) The first employee on MOT list is considered on mandatory OT. If the first employee elects to pass on overtime, they receive a date indicating OT was turned down and moves to the bottom of MOT list.
- (3) The Employer will then go the next employee using the MOT list until an employee accepts to work for the mandatory OT position. The employee who accepts to work mandatory OT receives a date and goes to the bottom of MOT list.
- (4) If no employee from the two teams accepts the OT, then the first employee on the MOT list is required to work mandatory OT.
- (5) The same overtime process will be applied for multiple (two or more) MOT requirements. If all employees from the two teams do not accept, the rank order process from top-bottom is used and those employees will be required to work mandatory OT.
- (6) Individuals filling OT are required to travel to the fire station that need OT support.

d. An employee who has worked 72 consecutive hours will not normally be forced to work overtime unless a valid emergency exists, as determined by the Employer.

e. Recall of Off Duty Personnel: Any individual recalled to work for emergency manning (outside their regular shift), shall be compensated a minimum of 2 hours pay, regardless of actual hours worked. Upon notification of recall, employee will have a maximum of 2 hours to report.

## Section 9. Firefighters Health and Safety.

- a. The Employer will establish a health and safety committee within the Fire Prevention & Protection Division in accordance with NFPA 1500, Firefighter Occupational Safety and Health Program. The Fire Chief will designate the Employers' committee chairperson and number of employees to be on the committee. The Union may appointment two members to participate in the safety committee. The committee shall meet at least quarterly or more often if decided by the committee chairperson with Fire Chief's approval. All committee minutes will be documented and provided to all members of the FESD.
- b. To insure a healthful work environment, the Employer will provide those health and medical services, to include immunizations, required by present and future published regulations. The Employer will make every effort to provide the most modern and efficient personal safety equipment, safe working conditions, and facilities, and to comply with applicable Federal laws and regulations relating to the safety and health of employees.
- c. The Employer agrees that all emergency motorized firefighting vehicles will receive priority 1 in all maintenance issues.
- d. Both parties agree that safety is a collective responsibility of the Employer, the employee and the Union. The Union will support the Installation Safety Program by insuring that employees observe safety regulations in the performance of their assigned duties, report promptly to their immediate supervisor any observed unsafe practices or conditions, and promptly report any on-the-job injuries to the immediate supervisor. Employees agree to properly wear and/or use issued personal protective equipment.
- e. The Employer agrees to provide necessary protection and training, in accordance with applicable regulations to prevent an employee from being exposed to infectious diseases.
- f. At least once a year, the Employer will provide OWCP training (how to file a claim and what rights the employee has according to current OWCP regulations and Federal law) to employees.

## Section 10. Adverse Weather Conditions

- a. The parties agree that extreme temperatures and other adverse weather conditions are valid health and safety concerns. When temperatures exceed 90 degrees outside activities shall be restricted to support the flying mission and emergencies. Any activities started must be completed prior to the temperature exceeding 90 degrees or as soon as possible thereafter.
- b. When weather/temperature extremes dictate, management shall prevent or restrict participation in outside training, which is planned or directed by authorities other than the Fire Department.

## Section 11. Firefighter Health Related Fitness Program

- a. The Employer will implement the health-related fitness program in accordance with DoD Instruction 6055.6, SUBJECT: DoD Fire and Emergency Services (F&ES) Program and AR 420-1 Army Facilities Management, and to comply with NFPA 1583 Health-Related Fitness Program for Fire Department Members.
- b. All Employees will participate in the program. Non-operational employees will participate

in an aerobic and weightlifting program at least three days a week. Operational employees will participate in an aerobic and weightlifting program every duty shift. The physical fitness program's minimum time is for one hour each day.

c. Exercise program will normally be 1 hour in length, generally 5 minutes to warm up, 35 minutes to exercise, and 20 minutes to cool down/cleanup.

d. Except in unusual circumstances, routine training will not interrupt the firefighters' physical exercise program.

e. When interrupted by duty requirements, exercise sessions may resume directly after such interruptions.

## Section 12. Operational Firefighter Occupational Medical Program

a. The Employer will implement the firefighter occupational medical program in accordance with DoD Instruction 6055.6, SUBJECT: DoD Fire and Emergency Services (F&ES) Program and AR 420-1, Army Facilities Management and to comply with NFPA 1582, Standard on Comprehensive Occupational Medical Program, AR 40-5 Preventive Medicine, and USAIC Pamphlet 40-1 Occupational Health Program Handbook.

b. The Employer will provide each firefighter with an annual physical in accordance with NFPA standards.

c. After completion of the medical examination, the employee may request from Occupational Health the medical documentation and test results. If the employee has trouble receiving their personal information in a reasonable time, the employee can seek assistance from the Employer.

d. All operational employees will successfully pass the annual Firefighter medical evaluation and fit testing requirements.

e. All operational employees will participate in this program and shall be medically evaluated, trained and certified in the use of the self-contained breathing apparatus (SCBA).

f. Employees will report all medical waivers and profiles to their Employer upon returning the first duty shift and be cleared by MACH Preventive Medicine, Occupational Health, prior to starting an operational shift.

## Section 13. Fire Department Upkeep and Maintenance

a. Living Areas. The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for unit employees on duty, such as air conditioning, heating, and subject to availability of funds, adequate furniture, drapes, or blinds. To this end, the Employer agrees to provide the following at each Fire Station:

- (1) adequate bedding
- (2) refrigeration for storage of employees' food
- (3) cooking and eating utensils
- (4) dishwasher
- (5) washer and dryer

- (6) TV and a DVD/VCR or DVD/VCR combo (for training and recreational purposes)
- (7) suitable lounge furniture

b. The Employer agrees to extend the same considerations to the living conditions in the fire station as is extended to other living quarters throughout the Garrison when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the Chief on duty who will notify the appropriate maintenance authorities and request action to correct the problem.

c. The Employer agrees to instruct the Maneuver Center of Excellence (MCoE) Safety Office to inspect the living quarters of all stations on an annual basis for discrepancies in Federal health and safety regulations to include inspection for mold. The Employer agrees to supply the Union with a copy of the inspection report by the MCoE Safety Office along with its recommendations. The Employer further agrees to initiate abatement action to correct any discrepancies found within 10 work days.

d. The Employer and the Union recognize that the living quarters in the fire stations represent space allocated as rest, washrooms, and sleeping areas for firefighters and agree not to use these areas as public facilities, with the exception of scheduled fire protection tours. The Employer may use available fire station space to support the mission and may reassign sleeping areas to office space.

e. The Employer agrees to discuss proposed changes or improvements to living spaces with the Union and agrees to consider the recommendations submitted by the Union.

## **ARTICLE 28**

### **ORIENTATION IN LABOR/MANAGEMENT RELATIONS**

Section 1. During orientation of each employee who is hired or rehired into a position in the unit, the Union will have no longer than 15 minutes to provide information concerning the Union's exclusive recognition status.

Section 2. The Union President will be notified of orientation schedule.

## **ARTICLE 29**

### **TRAVEL & TEMPORARY DUTY (TDY)**

Section 1. Employees may request or be required to travel for official reasons. Travel away from present duty station is covered by the Joint Federal Travel Regulation (JFTR) which can be viewed online. The DOD Travel Regulation will govern issuing orders, entitlements and settlement of travel vouchers. In some cases travel in and around the present duty station can be directed and the DOD Travel Regulation will govern whether that travel creates any entitlements. In and around travel will normally be conducted in a government provided vehicle or managers will, in advance, establish procedures for reimbursement of POV use. Orders will be prepared in accordance with Defense Travel System (DTS) instruction and guidance. In all

cases, travel must be approved in advance by the supervisor or appropriate management official.

Section 2. Compensatory time off for travel is subject to conditions in 5 USC 5550b and CFR 550.1401 Subpart N. An employee is entitled to earn, on an hour for hour basis, compensatory time off for time in a travel status away from the employee's official duty station when the time is not otherwise compensable.

Section 3. If an employee has a government travel charge card, they must use it for authorized official government travel expenses. Any issues related to travel reimbursement or the government travel charge card may be addressed with his supervisor or Agency Program Coordinator (APC). The government travel charge card will only be used for authorized official travel expenses as described by applicable regulation or policy.

Section 4. The Union may request approval for off-site training/permissive TDY/official time for union stewards when it is at no cost to the government by submitting a memorandum to the supervisor.

## **ARTICLE 30**

### **UNIFORM ALLOWANCES**

Section 1. Employees who are required by the Employer to wear uniforms will either be paid a uniform allowance or furnished uniforms, as determined by the Employer.

## **ARTICLE 31**

### **PAYROLL DEDUCTION OF UNION DUES**

Section 1. The Employer shall deduct dues from the pay of all eligible employees who voluntarily authorize such deductions and who are employed within the bargaining units for which the Union holds exclusive recognition, in accordance with the provisions set forth herein.

Section 2. Union dues shall be deducted by the Employer from an employee's pay each payroll period when all of the following conditions have been met:

- a. The employee is either a member in good standing of the Union or has applied for membership in the Union subject to the payment of first month's dues through voluntary allotments as provided herein.
- b. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- c. The employee has voluntarily authorized such a deduction on Standard Form 1187, supplied by the Union.
- d. The President or Secretary/Treasurer of the Union has completed and signed section A of SF 1187 on behalf of the Union and transmitted the form to the MCoE G-8, Managerial Accounting Division, Civilian Pay Branch.

Section 3. The Union shall be responsible for procuring Standard Form 1187, distributing the form to its members, certifying as to the amount of dues, and informing and educating its

members on the program for allotments for payments of dues and the uses and availability of the required form.

Section 4. An allotment may be submitted to the MCoE G-8, Managerial Accounting Division, Civilian Pay Branch at any time. Deduction of dues for the Union shall begin with the first pay period which begins after receipt of properly completed and signed Standard Form 1187 by the Union official and provided to MCoE G-8, Managerial Accounting Division, Civilian Pay Branch.

Section 5. The amount of dues to be withheld shall be equal to 1/26 of annual dues to the member, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. The amount of dues to be deducted each biweekly pay period shall remain as originally certified to on such allotment forms by the President or Secretary/Treasurer of the Union until a change in the amount of such deductions is certified to by the President or Secretary/Treasurer and such certification of change is duly transmitted to the installation finance office.

Section 6. Any change in the amount of the employee's regular dues with resultant change in the amount of the allotment of such employee per biweekly pay period shall become effective with the deduction allotment made on the first pay period after receipt of the notice of change by the MCoE G-8, Managerial Accounting Division, Civilian Pay Branch, or at a later date if requested by the Union. Changes in the amounts of any Union dues shall not be made more frequently than once in any period of 12 consecutive months.

Section 7. An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Union; when this Article is suspended or terminated by an appropriate authority outside the Department of Defense; or when the employee has been suspended or expelled from the Union.

Section 8. An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission to the installation finance office of a Standard Form 1188 properly executed in duplicate by the individual employee. The installation will maintain a supply of Standard Form 1188 and will make this form available to employees upon request. It is the employee's responsibility to see that a written revocation is received in the MCoE G-8, Managerial Accounting Division, Civilian Pay Branch on a timely basis.

Section 9. When an allotment for deduction of union dues has been started, it must remain in effect for a minimum period of 1 year, as required by Section § 7115(a) of the Statute. When revocation of dues is submitted, it will be effective at the beginning of the first full pay period following the first anniversary date.

Section 10. Employees may revoke their dues withholding only once a year, on the anniversary date of the commencement of their original allotment (which is the last day in the pay period in which the servicing payroll office began withholding dues from the employee's pay). Employees may terminate dues allotments if reassigned, transferred or promoted to a position that is not within the Local 54, AFGE bargaining unit. AFGE is responsible for delivering the revocations within a timely manner to the MCoE G-8 and Civilian Personnel Advisory Center.

Section 11. The Union shall notify the MCoE G-8, Managerial Accounting Division, Civilian Pay Branch in writing within 5 days, when any member of the Union on a voluntary allotment of his union dues is expelled or for any other reason ceases to be a member in good standing.

Section 12. The Employer shall provide to the Union within 3 workdays after each payday the following:

a. A list which shall identify the Union by name and local number, and shall list the name and employee number of each employee member of the Union on voluntary allotment and the amount of the allotment deduction made for each employee. Such list shall include the monetary amount of each allotment deduction made from the members of the Union together with the total number of such allotment deductions. Such list shall also include any allotment deductions which are terminated with pay period covered and the reason for any such termination.

b. An Electronic Funds Transfer (EFT) drawn on the Treasury of the United States and made payable to the Union in the amount equal to the grand total of all such monetary allotment deductions made.

## **ARTICLE 32**

### **WORK ENVIRONMENT**

Section 1. Repair to lighting, heating, and sanitary facilities will be on a priority basis.

Section 2. The Employer will make every reasonable effort within funding limitations and higher authority approval constraints to maintain and update ventilation, heating and cooling of buildings affecting the employees' health, welfare and morale in accordance with OSHA standards and applicable regulations.

Section 3. Available parking facilities shall be made available for employees in reasonable proximity to their work area. In this connection, appropriate representatives of the Employer and the Union may review any alleged inequities in the utilization of available parking facilities and may recommend to the appropriate management official resolution of these inequities, commensurate with the availability of space.

Section 4. An employee with a physical handicap which affects mobility shall be given priority to the nearest parking space. Every effort will be made to keep other reserved parking spaces to a minimum based on need and availability of space.

Section 5. Car/van pooling is encouraged to assist in fuel savings, traffic flow, and parking availability. Consideration should be given to providing priority parking for car/van pools.

Section 6. The Employer will provide separate restroom facilities when employees of both sexes are employed in the work area. Restroom facilities will be in reasonable proximity of their work site.

Section 7. The Employer will bear the full expense of all special tools and equipment employees may be required to use.

Section 8. The Employer will provide sleeping and cooking facilities and equipment to 24-hour shift employees (i.e. EMTs), including but not limited to bedding, ranges/microwave, refrigerators, cookware, dishware, and utensils, in accordance with Department of Army standards and applicable regulations.

Section 9. The Employer will make reasonable effort to provide suitable facilities for recreational activities to 24-hour shift employees.

Section 10. Duties required to be accomplished in inclement weather will be carefully planned to prevent avoidable safety hazards and/ or provide appropriate protective gear or shelter.

## **ARTICLE 33**

### **SUBSTANCE ABUSE TESTING**

Section 1. The Employer and the Union agree that substance abuse is serious and treatable and that rehabilitation of substance abusers is in the public interest. The Employer agrees that administration of its Alcohol and Substance Abuse Prevention and Control Program (to include drug testing) will be done in compliance with law. Both the Employer and the Union strongly support the goal of a drug-free work place.

Section 2. The Employer and the Union agree that they are not concerned with an employee's use of legal substances except as it affects the employee's performance, attendance, interpersonal relationships at work, or the efficiency of the service. This is not meant to preclude informing employees of the availability of Employee Assistance Program (EAP) at any time. Neither the Employer nor the Union condones employee drug activity which is contrary to law. In cases where misuse of licit or illicit substances impairs an employee's job performance disciplinary action may be appropriate.

Section 3. Employees are encouraged to request assessment and referral services which will be treated in a confidential manner from the EAP. The Employer and the Union recognize the need of the substance abuser for assistance and are committed to assisting interested employees to find such assistance.

Section 4. Drug and alcohol records of employees will be kept strictly confidential, in accordance with public law.

Section 5. The Employer and the Union encourage employees who suspect they may have substance abuse or other personal problems, to voluntarily seek assistance and information as early as possible.

Section 6. In accordance with The Army Substance Abuse Program, AR 600-85, assessment and referral and rehabilitation services will be offered to family members of employees with substance abuse problems and offered to employees who have family members with substance abuse problems, subject to availability of ASAP clinical services.

Section 7. In accordance with AR 600-85, reasonable suspicion testing may be required of any employee in any position when there is a reasonable suspicion of on-duty use or impairment. In the event that drug testing is directed, the Employer shall inform the concerned employee(s) in writing within 2 workdays after the testing, regarding how the employee was identified for selection e.g., suspicious behavior, injury, accident, or unsafe practice, etc.

Section 8. The Army Drug Testing Plan identifies specific positions, known as Testing Designated Positions (TDP's) that are subject to random drug testing, reasonable suspicion drug testing, and drug testing when employees are directly involved in on-duty accidents that result in injury or damage to property. TDP's are characterized by their critical safety or security responsibilities such as law enforcement, fire department, and healthcare. TDP's are subject to random drug testing and will be notified by the supervisor no more than two hours prior to the scheduled test. The employee is directed to report to the designated location to provide a urine specimen. Any employee who refuses to submit to a drug test will also receive a form of disciplinary or adverse action.

Section 9. The Employer agrees that the results of a confirmed positive drug test (that is after confirmation by the Medical Review Officer) may result in a number of management decisions or options; these may include but are not limited to, temporarily assigning such employees to other duties, placing employees on leave, or initiating corrective action up to and including removal. Employees who are assigned to other positions or granted leave may be returned to their original position following successful completion of an appropriate treatment program and determination that the employee no longer poses a danger to health, safety or security. The Employer will strive to place an employee, after successful completion of rehabilitation, in the same or similar position occupied before the problem occurred unless sound reasons exist for alternate assignment.

Section 10. Employees whose tests have been confirmed positive will be notified in writing of the opportunity to be referred to the EAP for assessment, and/or rehabilitation. If the employee chooses to participate in the program, the employee will be subject to unannounced testing only during the period of treatment. After treatment is completed, the employee will be subject to testing.

Section 11. Regardless of the test results, the employee has a right to receive, upon request, copies of all records and related documentation concerned with the drug abuse test.

## **ARTICLE 34**

### **HEALTH & SAFETY**

Section 1. The Employer agrees to furnish to employees places and safe working conditions that are free from recognized hazards that are causing or are likely to cause death or serious physical harm. The parties recognize that certain missions or circumstances may involve inherent risk that can only be minimized. Standards used by the Employer will be consistent with OSHA standards which are applicable to the Employer's operations. The Employer will ensure that DD Form 2272, Department of Defense Safety and Occupational Protection Program, is displayed and visible in a central location of the work place.

Section 2. Safety records will be maintained by the Employer as required by law or government-wide regulation. Safety records will be made available to involved employees at their request to the extent not prohibited by law.

Section 3. The Employer agrees to compile and maintain occupational injury and illness records required by law or government-wide regulations and provide copies of those records to the affected employees upon request to the extent not prohibited by law.

Section 4. On the job injury:

a. Employees will notify the appropriate supervisor of all accidents and injuries as soon as possible, but not later than 48 hours after the injury. Reports submitted after 48 hours will require full justification for delay. The on duty injury must be identifiable by the time and place of injury, the specific body part involved, and the specific duty function at the time of the accident. If known, employees will also provide the names of all witnesses to the accident.

b. Employees who sustain injuries that require emergency medical treatment will be transported to the nearest medical facility in the most expeditious manner available. Necessary administrative forms will accompany the injured employee or be provided on date of injury, or as soon as practical thereafter, to the facility of treatment and the appropriate representative(s) of the Employer.

c. An employee who is injured in the performance of his/her duties or contact diseases caused by employment shall receive all the benefits which may be available under the Federal Employees Compensation Act, as administered by the Office of Workmen's Compensation Program. The Employer will assist the employee in procuring immediate treatment upon injury, advising such employees of the benefits available to them including the option of going to their own doctor or medical facility, and assisting them in the execution of necessary forms.

Section 5. When a workplace inspection is conducted by a safety and/or health inspector, a bargaining unit employee in the workplace may be invited to participate. That representative shall have the opportunity to accompany the inspector(s) during the physical inspection both to aid the inspection and to allow such representatives to be better informed of any existing or potentially unsafe or unhealthful working conditions.

Section 6. The Employer will make current Material Safety Data Sheets (MSDS) available to the Union and employees for those substances in use or proposed for use within the workplace.

Section 7. When the Employer requires the use of and/or wearing of protective clothing and equipment (PCE), the specified items shall be furnished to employees at no cost and shall be used for official purposes only. The Employer will provide employees with required PCE as determined by safety and/or health professionals in accordance with applicable guidelines. The PCE will be replaced when the existing PCE is deficient as determined by the supervisor. Disagreements between employees and supervisors will be referred to safety and/or health professionals. Employees will use and maintain the PCE provided and submit deficient items as soon as possible after the item becomes deficient to the supervisor for serviceability evaluation and replacement. If the PCE is lost, damaged, or destroyed other than through fair wear and tear, then the provisions of Policies & Procedures for Property Accountability, AR 735-5, apply. All personal PCE purchased by employees must meet required safety and health standards, conform to the type of PCE required for the job as determined by safety and health professionals, is subject to inspection by the supervisor and safety and/or health professionals, and must be maintained by the employee. The Employer also agrees to provide serviceable safety equipment other than PCE as may be required. The employee will report identified/recognized deficiencies to Employer for appropriate action.

Section 8. The Employer agrees to assure the abatement of working conditions which have been determined to be unsafe or unhealthy as soon as possible. If the Employer cannot promptly abate the unsafe or unhealthy condition, the Employer agrees to develop an abatement plan for the unsafe or unhealthy working condition and to inform employees who are affected by the unsafe or unhealthy condition of the provisions of the plan.

Section 9. The Employer agrees that no employee will be subject to restraint, interference, coercion, discrimination or reprisal for reporting unsafe or unhealthy working conditions or for participating in the Employer's occupational safety and health program activities.

Section 10. The parties encourage employees to comply with established safety and health standards and work practices, and emphasize the responsibility of every individual to perform their duties with due regard for their safety and that of their co-workers.

Section 11. Employees shall report imminent danger situations expeditiously. The employee has a right to decline to perform his assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious harm coupled with the reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. If the supervisor believes the condition or corrected condition does not pose an imminent danger, then the supervisor or employee may request an inspection by the agency safety office. The Employer may discipline an employee who knowingly makes a false claim of imminent danger to avoid performing his duties.

Section 12. When an employee makes a written safety suggestion management has the responsibility to act upon it or respond to it in writing within thirty (30) days.

Section 13. Employees directly affected with afterhours appearances at facilities to answer activated alarms will wait for law enforcement support before entering the facility. Employees responding during non-duty hours to unlock facilities for fire department officials will not be permitted to enter the facility until such time as the fire department officials have determined that no hazard exists.

Section 14. When requested in writing, Occupational Health Service or the Maneuver Center of Excellence Safety Office will provide an ergonomic survey of a work area where repetitive tasks are performed to provide recommendations for ergonomic improvements. The requests for and the survey results will be forwarded through the directorate head or activity chief. The survey results will be provided to the affected employees and Union upon request. The Employer agrees to consider and make appropriate adjustments, within available resources, identified by the surveys, and to take into consideration the input of the employee(s). If budgetary parameters prevent immediate implementation of these adjustments, an unfinanced requirement (UFR) will be initiated and appropriate accommodation will be made for the employee pending execution of the UFR. Ergonomic surveys will be included in the mandatory surveys and inspections. Individual cases of medical need requests, as substantiated by written documentation from a health care provider or Occupational Health, will be conducted within thirty (30) days. Nothing in this section is meant to preclude resolution of perceived hardship through other means, such as resolution by the supervisor upon identification of the problem by employees.

Section 15. When an employee comes in contact with hazardous chemicals/petroleum, oils and lubricants (POL), adequate duty time is appropriate for cleanup.

Section 16. An employee who has a complaint concerning unsafe or unhealthy working conditions may file a grievance in accordance with the negotiated grievance procedures.

Section 17. When it is determined by the Employer that a fitness for duty examination is to be required of an employee, the employee shall be informed in the presence of a Union representative of the date and place for the examination.

Section 18. When the Employer directs a fitness for duty examination, there will be no cost to the employee for the examination.

Section 19. The Union recognizes and will fully support requirements for employees to be cooperative and submit to physical examinations required by the Employer to determine fitness for duty.

Section 20. The Union and the Employer agree to work closely to encourage all personnel to become aware of counseling, training, and referral programs available for such conditions as alcoholism, drug dependency, and mental health. The Union and the Employer recognize the importance of fully utilizing these services such as the Employee Assistance Program (EAP) and agree to promote active participation of appropriate personnel.

## **ARTICLE 35**

### **LIGHT DUTY**

Section 1. When an employee's health care provider recommends light duty following an on or off-the-job injury, the employee will provide appropriate medical documentation to the supervisor. Normally, medical documentation includes diagnosis and prognosis, and identification of any restrictions. If the Employer determines additional information is needed in a specific case, they will tell the employee what specific information is needed. Upon receipt of medical documentation the supervisor:

- a. Will insure the employee clears the Occupational Health Service to verify physical limitations;
- b. Will make reasonable efforts to assign the employee to light duty within the employee's section;
- c. Will consider arranging for light duty in another work area if no light duty is available in the employee's duty section, when feasible.

Section 2. Both parties recognize that light duty assignments cannot continue indefinitely. In addition, both parties recognize that if an employee is permanently disabled or their medical authority is unable to determine how long the temporary disability will exist, appropriate action will have to be taken.

Section 3. Both parties recognize that light duty opportunities are limited and employees who have suffered on-the-job injuries will receive rights and entitlements under the Federal Employee Compensation Program (FECA).

Section 4. The foregoing shall not be interpreted to continue in his/her position as a temporary/term employee beyond the not to exceed (NTE) date.

## **ARTICLE 36**

### **POLICY ON TOBACCO USE**

Section 1. Smoking and chewing of tobacco products is prohibited in all workplaces, in all military vehicles, aircraft, and all official vans and buses. The workplace includes any area inside a building or facility where work is performed by military personnel, civilians, or persons under contract to the Army, except for recreational areas such as bowling areas, golf courses, clubs, recreation centers, etc., in which smoking areas might be designated. To the maximum extent possible, the Employer will provide designated outdoor smoking areas which provide a reasonable measure of protection from the elements. However, the designated areas will be at least 50 feet from common points of ingress/egress and will not be located in areas that are commonly used by nonsmokers.

Section 2 . Employees will not be denied the right to smoke, and will be authorized appropriate break time for this purpose. However, smokers will not be allowed additional time beyond routine breaks to be away from their jobs for smoke breaks.

Section 3. Formal disciplinary action for violations may be initiated in accordance with the negotiated agreement and governing regulations.

Section 4. To the maximum extent possible through the Employee Assistance Program (EAP), smoking cessation programs will be offered for civilian employees without charge to leave.

Section 5. The Employer will not administer disciplinary action against any employee as a reprisal for being a smoker or nonsmoker.

## **ARTICLE 37**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Employer and the Union will cooperate in providing equal opportunity in employment for all persons by prohibiting discrimination because of race, religion, color, sex, national origin, age, or physical/mental disability, genetics, reprisal for participating in protected EEO activity, and will promote the full realizations of equal employment opportunity through continuous affirmative employment programs.

Section 2. The processing of equal employment opportunity complaints will be consistent with Equal Employment Opportunity (EEOC), Department of Defense (DoD) and Department of Army (DA) regulatory guidelines.

## **ARTICLE 38**

### **USE OF OFFICIAL FACILITIES**

Section 1. The Employer agrees to provide office space to the Union. This space will not be used for a regional Union office. All exterior building repair and maintenance costs for fair wear and tear will be incurred by the Employer. Should the building become economically unfeasible to repair or if the Union must be displaced because of mission requirements, the Employer agrees to furnish a similar facility with equal or greater space (minimum 2000 sq ft). Cleaning of the office space and interior repairs will be the responsibility of the Union. Employer will consider a request from the Union for a change of facilities.

Section 2. The provisions in Section 1 above do not preclude requests by the Union for use of other installation facilities. These requests will be considered for approval on the same basis as a request from any other customer of the facility.

Section 3. The Employer agrees that the Union can hand receipt for furniture and equipment excess to the needs of the installation to furnish the building/office space provided by the Employer.

Section 4. The Employer will allow the Union to utilize the post mail distribution system for correspondence related to representational actions. A mail distribution box will be maintained for Local 54 at the installation mail distribution site and the Union understands they are to pick up or check mailbox on a weekly basis.

Section 5. The Employer agrees to provide the Union with space on bulletin boards currently in use except space of not less than 17" x 15".

Section 6. Officers and stewards will be allowed reasonable time to copy documents pertaining to representational matters.

Section 7. The Employer agrees to provide one on post telephone line to the building/office space provided to the Union.

Section 8. Union officers and stewards may use available telephones within their work areas for calls with bargaining unit members, Employer officials, and other agencies/ individuals for representational matters. The phone calls will be reasonable in number and of short duration.

Section 9. The Parties agree that the only officially recognized and authorized means of communication will be phone, fax, USPS, or hand delivery.

## **ARTICLE 39**

### **PRINTING & DISTRIBUTION OF THE AGREEMENT**

Section 1. This Agreement will be readily accessible on the Fort Benning website, the AFGE Local 54 website, and 300 copies will be provided the Union. The cost of printing will be borne by the Employer. The Employer will also provide a final electronic copy to the Union President.

Section 2. The Union shall have the right to proof and approve a copy prior to going to press and shall initial the proof for record purposes.

Section 3. For historical purposes, the Employer and the Union shall sign 1 record copy of the Agreement.

Section 4. Stewards and supervisors will be afforded the opportunity to attend a briefing on the new contract for the purpose of helping the employees understand the basic terms of the contract. Joint training will be provided by the Employer and the Union on changes to the new collective bargaining agreement (CBA).

## **ARTICLE 40**

### **EFFECTIVE DATE & DURATION OF AGREEMENT**

Section 1. This agreement shall remain in full force and effect for 3 years from the date the Agreement is approved by DoD Field Advisory Services, or 31 days after its execution by the parties, whichever date occurs first.

Section 2. This Agreement shall remain in full force and effect and shall be binding upon the Employer and the Union for a period of three 3 years from the effective date specified in Section 1 of this Article and shall be automatically extended for 1 year periods thereafter unless either party shall notify the other party in writing not more than 105 calendar days nor less than 60 calendar days prior to such date, or to any subsequent anniversary date that it wants to reopen the Agreement. The terms of this Agreement will remain in force and effect during the renegotiation of said Agreement until such time as a new Agreement is approved and in effect, except for those terms which are nullified by law or government-wide regulations.





