

Fort Carson Negotiated Agreement

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All quotes used in this Agreement are from Title 5 United States Code

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Fort Carson Negotiated Agreement

PREAMBLE

This Agreement was achieved through cooperative, interest-based negotiations. The Parties began by acknowledging their mutual interest in and commitment to the accomplishment of the mission of Fort Carson. Traditional styles of position-based bargaining and posturing were replaced by a more creative process designed to explore common interests and concerns.

We recognize that dedicated, professional, concerned and happy employees are the means for providing effective and ever improving service. We seek to foster a continuing attitude of partnership and cooperation in our workplace. We strive to improve working conditions, enhance the harmony between family and work life, and create a productive and progressive labor relations process.

We share a desire to serve as a model installation for America. Our intent is that the process of trust and mutual respect by which this Agreement was forged will set an example at every work site. We will promote a simple and just means for resolving disputes and misunderstandings provide an effective mechanism for articulating employee concerns and foster open and effective communication.

Our intent is to maintain a safe, healthy, and quality workplace by creating an atmosphere where people are treated fairly and equitably. We will work together to fulfill the promise and accomplish the mission, with respect for one another.

Article 1

EXCLUSIVE RECOGNITION AND AGREEMENT COVERAGE

Section 1. Exclusive Representative

The employer recognizes the Union as the exclusive bargaining representative for all of its employees included within the bargaining units as set forth below. The Union recognizes its responsibilities for representing, without discrimination, the interest of all employees in the units with respect to grievances, personnel policies, procedures, and matters affecting working conditions.

Section 2. Coverage Of The Agreement

a. Exclusive recognition includes:

(1) All wage grade and general schedule employees of Headquarters Fort Carson; Medical Department Activity, Fort Carson (MEDDAC) and US Army Dental Activity, Fort Carson (DENTAC).

(2) Registered nurses and medical technologists of the US Army MEDDAC with duty station Fort Carson.

b. Excluded from these units are management officials; employees engaged in Federal personnel work in other than purely clerical capacity; temporary employees; professional employees other than in 2a(2) above; supervisors and guards; (confidential

employees; employees engaged in administering the provisions of Title VII, PL95-454; employees engaged in intelligence, counterintelligence, investigative or security work; employees primarily engaged in investigative or audit functions).

Article 2

UNION RIGHTS

Section 1. Responsibilities

The Employer recognizes the Union as the exclusive bargaining representative for all bargaining unit employees. The Union recognizes its responsibility for representing, without discrimination, the interests of all bargaining unit employees with respect to grievances, personnel policies, procedures, and matters affecting working conditions.

Section 2. Representation Rights And Duties

The Union as the exclusive representative shall be given the opportunity to be represented at-

"(A) 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 3. Numbers And Locations of Stewards

a. The Union retains its right to designate its representatives.

b. The effective use of stewards and a reasonable distribution of their union workload enhance a sound union-management relationship and contributes to the efficiency of the Agency's operation.

c. In order to develop and maintain effective and consistent working relationships, the Union will identify specific organizational assignments for each steward based on its own assessment of a particular steward's availability, abilities, and workload.

d. Each Organization and the Union will jointly determine how to most effectively publicize the availability and location of each steward to the supervisors and employees within the organizational assignment of the steward. The Union is free to change the organizational assignment or to assign a steward to work on a particular case as it sees fit.

e. The Union will supply the Employer with a roster of designated stewards.

f. The Union will notify the Employer of any changes in the designated stewards.

Section 4. Meetings

a. Meetings between Union officials and Management of a major Activity or Directorate, for the purpose of discussing issues, concerns, or exchanging information are encouraged by both parties. Place, time, date, and duration of meeting will be determined by mutual agreement.

b. Meetings arranged to be held on the work site between a Union representative and a bargaining unit employee will be held in a private area, if available.

Section 5. Data Requests

Management agrees to pursue and provide data in a reasonable manner. The Civilian Personnel Advisory Center's interim response to a data request from the Union will include an estimated date of when the data will be provided. Any data available will be provided at that time.

Section 6. Listing Of Bargaining Unit Employees

The Union will be provided with a listing of bargaining unit employees on a semiannual basis. The format of the report will be mutually determined.

Section 7. Performance Appraisals - Union Officials

Performance appraisals for Union representatives will be based upon work performed during the rating period. Accommodations will be made for the Union representative's time away from the work site in determining the job-related expectations established for the employee and/or the completion of the employee's performance appraisal.

Section 8. Representative Of The Union

An employee or group of employees may be represented by the union or by a representative of the union, in filing a grievance under the negotiated grievance procedure. The union will notify the employer of the name of the person designated as he representative if other than someone on the list of union officials and stewards.

Section 9. Temporary Paid Union Position

a. When it has been determined by Management that the interests of the Government will not be impaired by granting Leave Without Pay (LWOP) for a Union official to accept a temporary paid Union position, the following will apply:

- (1) Upon return to the service of the government, the employee will be returned to the same position if the position exists and is vacant, or
- (2) To a similar position and grade if such a position and grade is available.

b. If no such position is available, Management will attempt to provide active employment for the Union official in a position for which qualified. Initial approval granted for LWOP will not exceed 2 years. Consideration will be given to extending LWOP for an additional period up to 2 years.

Article 3

EMPLOYEE RIGHTS

Section 1. Introduction

"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."

Section 2. Right To Consult With Union Representatives

Employees have a right to meet and confer with a Union representative. If an employee desires to consult with a Union representative during duty hours, they will obtain prior permission from their supervisor or designee. If the supervisor is unable to release the employee, they have the responsibility to work with the employee to establish an alternative time and/or place.

Section 3. Counseling

Employee counseling will be conducted in private surroundings.

Section 4. Right To Petition Congress

The right of employees, individually or collectively, to petition Congress or a member of Congress, or to furnish information to either House of Congress, or to a committee or Member thereof, may not be interfered with or denied.

Section 5. Informational Picketing

The Union (Bargaining Unit Employees) may conduct informational picketing which does not interfere with an Agency's operations. The Union (Bargaining Unit Employees) may not call, or participate in, a strike, work stoppage, or slowdown, or picketing of an Agency in a Labor-Management dispute if picketing interferes with an Agency's operation, or condone such activities.

Section 6. Accommodations For Handicapped Employees

The Employer recognizes its responsibility for providing adequate facilities and accommodations for the physically challenged to meet requirements as prescribed by law.

Section 7. Outside Employment

All outside employment (moonlighting) will comply with the Joint Ethics Regulation and any other existing regulations.

Section 8. Right To Private Life

As long as such activity does not violate the Joint Ethics Regulation and any other existing regulations, employees have the right to direct and pursue their private lives and personal beliefs.

Article 4

WEINGARTEN RIGHTS

a. Bargaining unit employees may be entitled to union representation in meetings held in connection with an investigation. There are five conditions established by law for a "Weingarten Meeting". ALL FIVE of the following conditions must be met before an employee is entitled to union representation:

1. The meeting is being conducted by one or more agency representatives; and
2. The agency representatives are conducting an examination (asking questions) in connection with an investigation; and
3. The employee is in the bargaining unit; and
4. The employee reasonably believes that the examination may result in disciplinary action; and
5. The employee requests union representation.

Once **ALL FIVE** conditions have been met, agency representatives ordinarily should not continue the examination without allowing the employee his or her requested representation.

b. An employee who has a question about the purpose of a meeting is encouraged to ask the agency representative the purpose for the meeting. Employees who have questions about their right to representation are encouraged to contact a union representative. Supervisors who have questions about their responsibilities regarding employee entitlements to representation are encouraged to contact the Civilian Personnel Advisory Center.

c. Management will annually inform employees in the bargaining unit of their rights in a above.

Article 5

MANAGEMENT'S RIGHTS

1. The employer retains the authority:

"(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 agency 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."

2. In accordance with applicable Executive Orders, the employer will negotiate 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.

Article 6

OFFICIAL TIME

Section 1. Balancing Legitimate Needs

Management and the Union realize the benefits that may be derived from the use of official time. Management recognizes and respects the Union's need for official time. The Union recognizes and respects Management's need to accomplish work assignments. Both parties agree to work together to balance these needs.

Section 2. Representational Functions And Distribution Of Official Time

a. The President, the Vice President, the Chief Steward, and Stewards are expected to perform representational functions such as, but not limited to, the following:

- Meet with employees about Grievances
- Meet with employees about Disciplinary Actions
- Appear as a witness or representative at a formal hearing
- Attend formal discussion
- Attend Weingarten meeting
- Attend negotiation session with management
- Present a grievance to management
- Represent employees in disciplinary actions
-

b. The President is released full-time to perform the above listed representational functions. The President is not required to complete the official time request form. The President will complete an Official Time Report at the end of each week and submit it to the Deputy Garrison Commander (or designee). Full-time release may not be assigned or delegated for use by another union representative.

c. The Vice President is released for up to 40 hours each pay period to perform the above listed representational functions, with not more than 75% of this time used in any one week. There is no carryover of unused official time from one pay period to the next pay period.

d. The Chief Steward is released for up to 32 hours each pay period to perform the above listed representational functions, with not more than 75% of this time used in any

one week. There is no carryover of unused official time from one pay period to the next pay period.

e. The Stewards are released for up to 5 hours each week to perform the above listed representational functions. Union stewards may carryover unused hours accumulated during a week into a personal account for that Steward's use at a later time. Only that Steward may use the hours that accumulate in that Steward's personal account. If circumstances of an emergency nature arise and the steward has utilized all their current hours and all the hours in their personal account they may submit a request for additional time. The steward will submit a request form and identify the emergency circumstances in the remarks section or on an attached sheet. The form will be initialed by the Union President prior to submission to the supervisor. The supervisor will consider the emergency circumstances presented by the union as well as the mission accomplishment of the organization in determining whether to grant the request. After action has been completed on the emergency request, a copy of the request form will be transmitted to the Labor Relations Officer. At the end of each quarter, the Labor Relations Officer and the Union President will discuss the emergency request(s) processed during the quarter

f. Official time will be granted to a Union representative for the performance of the above representational functions for that time when the Union representative would otherwise be in an official duty status. Management will attempt to change the Union representative's tour of duty to allow the employee to be on official time.

g. Representational functions that are performed by the above union representatives that do not count toward the above listed time limitations are as follows:

- Attend Partnership Council meetings
- As the union representative at an Executive Steering Committee meeting
- As the union representative participating as a member of a Commercial Activity study committee
- As the union representative at a special briefing conducted by the Commander/Director

Section 3. Secretary/Treasurer

The Union Secretary/Treasurer is released for up to 4 hours each week to establish, maintain and prepare reports of records required by the U.S. Department of Labor. There is no carryover of unused official time from one week to the next week.

Section 4. Requesting Official Time

When requesting official time, the union representative will submit the official time request form to their supervisor (or designee) as much in advance as possible but normally not later than 24 hours before the time requested. Upon receipt of the request form, the supervisor will provide an expeditious response to the union representative, using the request form. Unless there are compelling mission related reasons, the supervisor will grant release at the time requested. If release cannot be granted at the

time requested, the supervisor will work with the union representative to reach an appropriate time for the official time to be used within 24 hours except in extraordinary circumstances.

Section 5. Using The Request Form

Union stewards will use the request form for each incident, checking the block in Item 6 of the request form to identify the purpose for which the official time will be used. The Vice President and the Chief Steward will use the form for each day on which official time is used, indicating the number of hours in Item 6 of the request form to identify the purpose(s) for which the official time will be used.

Section 6. Communication With The Supervisor

Normally, the union representative will report back in with the supervisor upon the union representative's return to the worksite.

Section 7. Official Time For Hearings

Where the union has been designated as the representative, one local Union representative will be entitled to official time (if otherwise in a duty status) as the union's representative and one local Union representative will be entitled to official time (if otherwise in a duty status) as a technical advisor in appropriate (arbitration, MSPB, EEOC) hearings. If an outside union representative is serving as the union's representative in the hearing, one local Union representative will be entitled to official time (if otherwise in a duty status) either as a technical advisor or as a representative. Management will attempt to change the Union representative's tour of duty to allow the employee to be on official time.

Section 8. Internal Union Business

Official time will not be granted for activities such as soliciting membership, collecting dues, campaigning for office, conducting elections, or other internal Union matters.

Section 9. Training Union Representatives

The union will develop a training plan for Union representatives, to include the tentative schedule and agenda, and submit it to the Labor Relations Officer. To be approved for use of administrative leave to attend, the training must be mutually beneficial to Management and the Union. Training approved under this procedure is not subject to the time limitations listed above.

Article 7

MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. Introduction

Matters appropriate for negotiation are contained in 5 USC 71 which includes, but is not limited to: personnel policies, practices, and general working conditions. Regarding

permissive rights contained in 5 USC 7106(b)(1), management will negotiate consistent with applicable Executive Orders.

Section 2. Notification

a. For proposed changes in working conditions that would affect employees beyond the specific work area, the union president will be notified.

b. Notifications to the union president of changes in policies and technologies will be in writing through the Civilian Personnel Advisory Center.

(1) Written notice will be not later than 14 days prior to implementation date; unless the employer has determined that the mission of the activity would be impaired by a delay of implementation. The union will be informed of any such determination prior to implementation of the change.

(2) Notifications will include information such as the following:

(a) Proposed changes in working conditions;

(b) Reason for the change;

(c) List of bargaining unit employees affected by the change;

(d) Whether the job description(s), hours work, performance standards, duty location(s), or training requirements will be changed;

(e) Proposed implementation date;

(f) Point of contact and phone number for additional information.

c. Where the union president has designated a steward to perform as point of contact for a specific work area, the supervisor shall contact the point of contact in writing over proposed changes in working conditions affecting that specific work area. The point of contact and the supervisor have authority to enter into and execute a written agreement on the change. The union point of contact is encouraged to contact the union office for guidance. The supervisor is encouraged to contact the Civilian Personnel Advisory Center for guidance.

Section 3. Process

a. When the union wishes to negotiate on management initiated changes, they will present their written statement of intent to negotiate to the Civilian Personnel Advisory Center, within ten days of the union's receipt of management's notice. Written requests for extension of the time limits may be submitted to the other party with an explanation of the unusual circumstances causing the time limit to be missed. A written reply will be made to the request for extension.

(1) This will identify the name of the union representative authorized to negotiate on behalf of the union and execute a written agreement.

(2) Upon receipt of the union's written statement of intent to negotiate, management will provide written notice of acceptance or rejection of the intent, with an explanation of any rejection.

b. Within 14 days of management's acceptance of the union's intent to negotiate, the union and management will mutually determine the details such as: site, time, dates,

participants, and exchange of information and data, to begin discussions/ negotiations on the proposed change(s). Additional information/ data may be requested.

c. Prior to implementation of any management initiated change, management agrees to satisfy its obligation to negotiate under 5 USC 71.

d. Interest-based negotiation concepts and procedures will be used for negotiating proposed changes.

e. The Union will be encouraged to contact affected bargaining unit employees as to their input to management initiated proposed changes. Arrangements to meet with affected bargaining unit employees should be made with the supervisor of the employees.

(1) Procedures for soliciting input from bargaining unit employees and the site, time, dates, and participants will be determined by the labor-management negotiating team.

(2) The union may designate a data coordinator from the affected work unit or a union steward to solicit comments from other affected employees. The data coordinator/steward will be invited to meet with the labor-management negotiating team to receive instructions regarding gathering comments. The data coordinator/steward will be invited to a subsequent labor-management negotiating session to report the results. The data coordinator/steward will be authorized official time to perform their function.

f. Union representatives participating in negotiations will be on official time.

g. Final agreements will be in writing.

Article 8

WORK HOURS AND TOUR OF DUTY

Section 1. Changes In Tour Of Duty

a. Tours of duty in effect upon approval of this agreement will become established tours of duty. In the event of changes in tours of duty, the union will be notified in accordance with Article 7, "Matters Appropriate for Negotiation".

b. When it has been determined that the mission of the activity would be impaired by a delay of implementation beyond the effective date, the Employer will notify the Union of any such determination, to include an explanation of the circumstances supporting the determination, at the time it notifies the Union of the proposed change. Expedited negotiations will be scheduled and conducted before the effective date, upon receipt of the written statement of intent to negotiate. If no agreement has been reached by the established implementation date for the change in tour of duty, the Employer may implement the proposed change, and any agreed upon portions of the tour of duty subject, while it continues negotiations over the remaining portions of the subject.

Section 2. Alternate Work Schedules For The Fort Carson Garrison And Other Organizations, Excluding MEDDAC And DENTAC

a. The Alternate Work Schedules (AWS) and the AWS policies in effect upon the approval of this agreement will become the established AWS and AWS policies.

b. Changes to an organization's AWS policy or the establishment of an AWS policy, will be addressed through the Installation Partnership Council, the organization's Partnership Council, or an AWS work group with a partnership composition. The choice of the method used will be determined by consensus of the parties.

c. Self-management work sub-groups consisting of employees and management officials may be created at the work unit level to develop possible plans to organize or reorganize the work unit's schedules. Information from these sub-groups and other data will be submitted to the Installation Partnership Council, the organization's Partnership Council, or the AWS work group to help to produce a better, more acceptable, cost effective and efficient AWS policy. A copy of each organization's AWS policy will be forwarded to the union and to the Civilian Personnel Advisory Center.

Section 3. Alternate Work Schedules For MEDDAC And DENTAC

Individual employee Alternate Work Schedules (AWS) presently in effect at the MEDDAC and DENTAC will remain in effect unless changed by the methods outlined in this Section. The MEDDAC and DENTAC AWS policy will be changed by this Section. At the MEDDAC and DENTAC an AWS team will be established along partnership lines. This AWS team will establish the new AWS policy for the organization and consider recommendations bi-annually for individual employee changes in Alternate Work Schedules. The team will consider, but not be limited to, mission statements, comments from supervisors and employees, survey results, data pertinent to the decision, and the interactive effect of changes to the organization as a whole. Self-management subgroups consisting of employees and management officials may be created at the work unit level to develop possible plans to organize or reorganize the work unit's schedules. Decisions on individual's AWS will be made by consensus of the labor-management AWS team.

Section 4. Lunch Periods

Employees who have a designated non-duty lunch period will not be assigned duties during their lunch period without appropriate compensation. Generally the lunch period will be scheduled as close to the middle of the work shift as possible and for a period of 30 to 60 minutes.

Section 5. Working Lunches

When shift work is required and a period cannot be set aside to provide the employee a duty free lunch period, the employee will be allowed a 20 minute paid lunch on the work site.

Section 6. Breaks

Employees will be permitted a 15 minute break during each 4 hours of work which will be arranged with the supervisor based on work requirements. Management will make every reasonable effort to provide relief for the employee so that breaks may be taken. Breaks will not be used in conjunction with lunch break, annual leave, sick leave, or the start or end of shift in order to shorten the work day.

Section 7. Positions Involving Repetitive Motion

The supervisor will arrange for an appropriate amount of change in work routine for employees engaged in continuous computer terminal operation or other tasks involving repetitive motion.

Section 8. Employees Contacted To Return to Work

a. Generally, employees will be contacted to return to work by telephone.

b. Some employees may be required to carry a beeper. Other employees may request the use of an available beeper. The employee will submit a written request to their immediate supervisor if they wish to use an available beeper.

c. An employee will be considered on duty and time spent on standby duty will be considered hours of work, with or without a beeper, if:

1. The employee is restricted to an agency's premises, or so close to it that the employee cannot use the time effectively for his or her own purposes; or
2. The employee, although not restricted to the agency's premises:
 - (a) Is restricted to his or her living quarters or designated post of duty;
 - (b) Has his or her activities substantially limited; and
 - (c) Is required to remain in a state of readiness to perform work.

d. An employee will be considered off duty and time spent in an on-call status will not be considered hours of work, with or without a beeper, if:

1. The employee is allowed to leave a phone 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.

e. On call employees may make arrangements for another employee to be on call or leave a number where they may be reached.

f. If during the time an employee is in an on call status, a situation occurs that would prevent the employee from returning to work, the employee will contact their supervisor to explain the circumstances.

Section 9. Call Back Duty

Any employee called back to duty to perform required or emergency duties will be paid a minimum of 2 hours of appropriate premium pay.

Section 10. Travel Time

Generally time spent in travel status will be scheduled during normal duty hours. When travel must be performed during non-duty hours, the employee will be compensated in accordance with 5 United States Code or the Fair Labor Standards Act, if applicable.

Section 11. Daylight Savings Time

a. Employees who have regularly scheduled night shifts may request 1 hour of Annual Leave when they work only 7 hours on the Sunday when Daylight Savings Time begins, if they wish to be paid for a full 8 hours.

b. If an employee is on a regularly scheduled tour of duty and if work is available, as determined by the Supervisor, the employee will be permitted to work a full 8 hours and will be paid Sunday Premium Pay for the full tour of duty.

c. Employees desiring to work the 8th hour will request approval for work from their Supervisor in advance. The Supervisor will consider the request and reply to the employee in advance.

Article 9

ANNUAL LEAVE

Section 1. Introduction

a. The Employer, Employees, and the Union recognize that allowing the full use of Annual Leave is an important factor in maintaining high morale, and that this leave must be balanced with mission requirements.

b. Annual Leave is the right of an employee and will be accrued and approved in accordance with applicable laws, regulations, and this agreement.

Section 2. Request For Leave

a. If written submissions of leave requests are required by the supervisor, the Standard Form 71 will be used. If written submission of the requests are not required by the supervisor, the employee may request leave using a Standard Form 71 or verbally.

b. When an employee's written/verbal request for leave is denied, the supervisor will provide a reply, in writing, if requested by the employee.

c. Employees are encouraged to document requests for leave and to keep a copy of their requests.

Section 3. Projecting Of Annual Leave

a. Employees will identify their projected Annual Leave for vacation by the March 31 cut-off date. If the employee requests two consecutive weeks or more of vacation time, the Employer will attempt to approve such requests, subject to mission requirements.

b. Requests for leave, modifications, or adjustments to scheduled leave may be submitted by the employee throughout the year.

c. Approval of changes or new requests for leave, after the cut-off date, are subject to mission requirements and leave requests that have been previously approved.

d. Employees are encouraged to schedule and use their annual leave to avoid forfeiture

Section 4. Notification Of Leave Approval

Employees should receive notification of approval/disapproval of the employee's leave, other than their projected vacation leave, within 5 days of the employee's submission of their written/verbal request.

Section 5. Approval Of Leave When The Supervisor Is Absent

In the absence of the Supervisor or his/her designee the employee will contact the next higher level supervisor.

Section 6. Emergencies Before Or During Work Day

a. If an emergency arises during the course of the work day, the employee will notify the supervisor of the circumstances and request appropriate leave.

b. In emergency situations, the employee will notify the supervisor (or designee) within 2 hours after the beginning of the normal work day. Employees on rotating shift operation will notify the appropriate supervisor at least 2 hours prior to the start of the shift unless the nature of the emergency precludes such notification.

c. Employee will keep the supervisor updated throughout the course of the work day regarding the employee's estimated time of arrival.

Section 7. Conflicts In Scheduling Leave

a. The Employee, Employer, and Union recognize that many employees desire to use leave during prime leave times. When two or more employees schedule leave over the same period, and mission requirements will not permit approval of all employee's requests, the Supervisor will meet with the affected employees to schedule the leave to meet the Employer's needs and to each employee's satisfaction.

b. If resolution cannot be reached, then the supervisor will use seniority (Service Computation Date) as a determining criterion to approve leave, provided that date of submission of request and equitable rotation are followed for a given holiday and popular leave periods.

c. These procedures will also apply where an employee is involuntarily moved to another position within Fort Carson.

Section 8. Request For Advanced Leave

Employee's request for advanced sick or annual leave may be submitted to their supervisor in accordance with appropriate laws, rules, and regulations.

Section 9. Cancellation Of Approved Annual Leave

Approved annual leave of 2 work days or more will only be canceled for valid operational reasons, requiring that the employee not take leave. If the mission requirements necessitate the cancellation of approved annual leave the supervisor will meet with the affected employee to explain the basis of such cancellation as much in advance as possible and attempt to identify periods for which leave can be rescheduled.

Section 10. Illness During Leave

Employees who are on approved leave and become sick, may request, and the supervisor shall grant sick leave for that period in accordance with the Sick Leave Article. Employees are encouraged to contact their supervisor as soon as possible to request such Sick Leave. Previously submitted documentation of their initial request may be corrected upon their return to work to reflect the appropriate charge to leave.

Section 11. Family And Medical Leave

a. An employee may request appropriate leave for purposes of assisting in the care of newborn children or newly adopted children.

b. The provisions of the Family and Medical Leave Act may apply to requests for leave for such purposes and are discussed in more detail in the Other Leave Article.

Section 12. Restoration Of Annual Leave

The three conditions under which forfeited leave may be restored are: administrative error, illness, or exigencies of the public business. Employees who have questions regarding procedures to request restoration should contact their supervisor or union representative for advice and assistance. In order to be eligible for restoration of annual leave, employees must schedule their leave at least three pay periods in advance of the end of the leave year.

Section 13. Religious Holidays

a. Supervisor will give special consideration to approving an employee's request for annual leave or adjustments to work schedule for the purpose of observing religious holidays, or to meet religious requirements.

b. An employee whose personal religious beliefs require the abstention from work during certain periods of time, may elect to engage in overtime work for time lost for meeting those religious requirements, in accordance with laws, rules, and regulations.

Section 14. Problems With Leave And Earning Statement

An employee who believes there may have been an error in their annual or sick leave may request assistance through their supervisor to Civilian Payroll.

Section 15. Cultural Events

The Supervisor will give special consideration to approving an employee's request for appropriate leave to attend cultural events, consistent with mission requirements.

Article 10

SICK LEAVE

Section 1. Approval Of Sick Leave

a. Sick leave is an employee earned entitlement and will be granted to the employee in accordance with laws and regulations.

b. The Supervisor (designee) shall grant sick leave to an employee when the employee:

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

d. The amount of sick leave granted to an employee during any leave year for the purposes covered by the FFLA is limited. Employees should contact their supervisor or the Civilian Personnel Advisory Center for information about the applicable limitations.

e. When an employee requests sick leave for one of the three purposes covered by the FFLA, the employee will identify in the remarks section of the SF 71 which of the purposes (i.e., family member ill/medical appointment, adoption, and funeral) is applicable.

f. Documentation for sick leave for FFLA purposes will be limited to that which would be required of the employee for personal use of sick leave.

g. The Employer may seek the advice of Occupational Health Services in determining if an employee is incapacitated for duty or would jeopardize the health of others by their presence at their post of duty.

Section 2. Request For Sick Leave

It is the employee's responsibility to request sick leave. However, if an employee is unable to contact their supervisor (designee), another individual may contact the supervisor (designee) on the employee's behalf to inform the supervisor (designee) of the sickness and approximate length of absence.

Section 3. Sickness Before Or During Work Day

a. If sickness arises during the course of the work day, the employee will notify the supervisor of the circumstances and request appropriate leave.

b. When a sickness arises, the employee will personally notify the supervisor (or designee) within 2 hours after the beginning of the normal work day to request sick leave. Employees whose primary function is providing direct patient care will call in no later than the beginning of their normal work day. Employees on rotating shift operation will notify the appropriate supervisor (or designee) at least 2 hours prior to the start of the shift to request sick leave. These timeframes will apply unless the nature of the circumstances precludes such notification.

c. Employee will keep the supervisor updated throughout the course of the sickness regarding the employee's estimated time of arrival.

Section 4. Sick Leave Absences For More Than 3 Days

a. A medical certificate or satisfactory evidence of incapacity for duty, normally will not be required to substantiate requests for approval of sick leave, for the employee or a family member, for 3 consecutive work days or less.

b. For absences of more than 3 consecutive days, the employee must substantiate their request for sick leave by:

(1) Medical Certificate from a licensed/certified health care provider.

(2) Their own written statement in instances where illness was not treated by a licensed/certified health care provider. The statement will indicate why a licensed/certified health care provider was not seen, such as remoteness of locality, nature of illness, or other specific reasons.

Section 5. Insufficient Sick Leave Balance

a. An employee may request annual leave when they are incapacitated for duty.

b. If the employee's sick leave balance is not sufficient to cover a period for which sick leave has been approved, and unless the employee indicates otherwise, the employee's approved sick leave will automatically be charged to annual leave. If insufficient annual leave is available, employee will automatically be charged leave without pay.

Section 6. Requirement For Medical Certificate

Supervisors are encouraged to make an employee aware of potential problems with the employee's use of sick leave through documented counseling prior to requiring a medical certificate. In individual cases, if an employee is suspected of abusing sick leave or if the employee demonstrates a suspicious pattern of sick leave usage, the employee may be required to present a medical certificate to support each sick leave request. The total amount of approved sick leave used by an employee will not necessarily be the sole factor used by a supervisor in determining whether the employee is abusing sick leave. The employee will be provided a written notice of such a requirement. The employee's usage of sick leave will be reviewed every three months and a determination made to either continue or cease the requirement. The employee will be provided a written notice of the supervisor's determination.

Section 7. Advance Request For Sick Leave

Employees will submit a Standard Form 71 to request advance approval for sick leave for medical, dental, or optical examination/treatment.

Section 8. Return To Duty

a. Employees returning to duty after an extended absence for illness/injury are required to report to Occupational Health Services for interview and clearance after reporting to work. Such cases include, but are not limited to:

- (1) All employees absent from work for more than 3 consecutive work days for non-work related illnesses/injury;
- (2) Any work related injury/illness; or
- (3) Any employee working in patient care or food service absent from work for any illness.

b. Employee's absences for reporting to Occupational Health Services at the direction of their supervisor will be excused without charge to leave or loss of pay.

Section 9. Advance Sick Leave For Serious Disability Or Illness

In cases of serious disability or illness employees may be advanced up to 30 days sick leave, in accordance with Fort Carson Leave Regulation 690-4. A request for advance sick leave of up to 30 days will be made by the employee in writing, and it will include a certificate from a competent medical authority describing why the employee should be granted absence and the doctor's professional opinion as to the employee's expected ability to return to duty following the absence. These requests will be approved or disapproved in writing. If disapproved, an employee will be given a copy of the reasons in writing. An advance of sick leave is not granted if it is considered likely that the employee will not return to duty for sufficient period of time to earn the leave.

Section 10. Confidentiality Of Sick Leave

Medical conditions or reasons provided to the supervisor to support a request for sick leave will only be provided to those individuals with a need to know.

Section 11. Light Duty

a. The Employer will reasonably accommodate the properly documented, short-term medical needs of its employees through actions such as, but not limited to, the following:

- (1) modified job requirements;
- (2) job-swapping;
- (3) cross-training;
- (4) working at home or an alternate duty location;
- (5) part-time work.

b. The employee will cooperate with the supervisor in an effort to reasonably accommodate his/her medical needs and provide current documentation of his/her medical condition and work limitations.

Article 11

OTHER LEAVE

Section 1. Family And Medical Leave Act (FMLA)

Family and Medical Leave Act leave is an unpaid leave, as is Leave Without Pay. The Act establishes a clear federal policy and employers must ensure all employees are treated fairly and equitably when exercising their right to this entitlement. An employee who meets the criteria for leave and has complied with the requirement and obligations under the Family and Medical Leave Act, may not be denied the use of this leave, whereas, Leave Without Pay is granted at the discretion of the employer. The Family and Medical Leave Act will be applied in accordance with federal laws, rules, and regulations. Employees are encouraged to seek information about the entitlements and responsibilities identified in the Family and Medical Leave Act through their supervisor.

Section 2. Voluntary Leave Transfer Program

a. An employee may submit to their first level supervisor, or their leave approving official, a voluntary request to transfer a specific number of whole hours of Annual Leave to the Annual Leave account of a specific approved leave recipient, in accordance with Fort Carson Leave Regulation 690-4.

b. The employer will provide notice to all employees through local Fort Carson media of the names of employees who are approved recipients in the Voluntary Leave Transfer Program. These notices will occur periodically in the final quarter of the leave year and will encourage all employees, especially those with Use or Lose Annual Leave, to donate all or a portion of such leave to a deserving employee of their choice.

Section 3. Military Leave

Because of the primary mission of the Department of the Army, the policy is to extend full cooperation to all Reserve components of the Armed Forces by granting leave of absence for military purposes so far as practicable. Military Leave to be administered in accordance with Fort Carson Leave Regulation 690-4.

Section 4. Registration And Voting

Generally, an employee is excused from duty so as to permit them to report for work three hours after the polls open or to leave work three hours before the polls close, whichever results in the lesser amount of time off. Under unusual circumstances, considering inclement weather and commuting distance to polling places equitably, an employee may be excused up to a full day.

Section 5. Court Leave

Court Leave is to be administered in accordance with Fort Carson Leave Regulation 690-4.

Section 6. Shut Down Of Operations

- a. During any period of shut down of activities or any reduced operations, employees may be offered the opportunity to take Annual Leave. If the employee chooses to work during this period, every effort will be made to provide productive work for the employee at the employee's regular duty site or at an alternate duty site.
- b. If the employee's regular duty site is closed by events beyond the control of management or employees, and an alternate duty site cannot be located, an employee may be excused from duty without charge to leave or loss of pay, until a duty site can be located.

Section 7. Unavoidable Absences From Duty

Unavoidable absences from duty may be excused when the reasons are justified to the supervisor. Excusal for unavoidable absences is limited to periods of less than 1 hour.

Section 8. Minimum Charge To Leave

- a. The minimum charge for leave is 1/4 hour increments. Employees are reminded of their responsibility to request leave in advance and/or to follow proper procedures in emergency situations.
- b. The use of leave in 1/4 hour increments is not intended to excuse tardiness.

Section 9. Leave Without Pay

Leave Without Pay is a temporary non-pay status and absence from duty granted upon the employee's request and approval in the same manner as Annual Leave. Leave Without Pay will be administered in accordance with federal laws, rules, and regulations.

Article 12

OVERTIME

Section 1. Distribution Of Overtime

- a. Overtime and premium pay will be paid IAW applicable laws and regulations.

b. Overtime shall be distributed on a fair and equitable basis to all employees with the required knowledge and skills as may be necessary to accomplish the work within the assigned element.

c. The scheduling of overtime work, the nature of the work to be performed, the need for identifying special skills, the priority of work to be performed and the number of employees required to work overtime are to be determined by the employer.

d. The employer will first consider volunteers for overtime from among employees who are currently assigned to the job for which overtime is required.

e. The employer will then consider volunteers from those employees qualified to do the job.

f. If the above provisions do not result in the availability of adequate qualified personnel for overtime work, or it results in an excess number, the assignment or selection for overtime work will be rotated equitably among qualified employees in the organizational segment concerned. This applies to the selection of qualified personnel from other organizational segments as well. A roster or other record-keeping system may be used for this purpose.

g. It is understood that temporary imbalances are permitted in the equitable distribution of overtime due to certain factors such as leave, continuity on jobs of short duration or skill requirements.

h. Overtime will not be used as a reward or penalty.

Section 2. Directed Overtime

If there are not enough qualified volunteers, overtime will be directed. If overtime is directed, employees will be provided as much advance notice as possible to permit employees to readjust personal commitments.

Section 3. Overtime Pay

Employees are to be paid for overtime worked in the same pay period in which the overtime is worked.

Section 4. Call Back

Any employee called back to duty to perform required or emergency duties will be paid a minimum of 2 hours of appropriate premium pay.

Section 5. Phone Contact

When the employer requires that a Bargaining Unit Employee perform their principal activities and/or participate in substantive technical conversations by initiating a phone contact with the employee when the employee is not on duty, the employee will be entitled to compensation for the duration of the phone contact. Compensation will be computed in quarter hour increments rounded to the nearest quarter hour.

Section 6. Compensatory Time

Only GS employees whose rate of pay is that of GS 10 Step 10 or above, can be required to take compensatory time in lieu of overtime pay. GS employees whose rate of pay is below that of GS 10 Step 10 will be given overtime pay for overtime hours worked unless the employee requests compensatory time.

Section 7. Break Times

Employees will be permitted a 15-minute break during each four hours of overtime work which will be arranged with the supervisor based on work requirements.

Article 13

CLEAN UP TIME

Section 1. Clean Up

The employer will provide an appropriate amount of time consistent with the nature of work performed for employees to clean up and protect government property prior to the lunch period, break period, and the end of the shift.

Section 2. Prep Time

At the beginning of the shift, the employer will provide an appropriate amount of time, consistent with the nature of the work performed for employees to change into those employer-provided uniforms, work clothes and safety equipment that are required to remain at the worksite. The employer will consider the nature of the employee's work in determining whether the employee is entitled to duty time to change into personal coveralls or similar protective clothing.

Article 14

TRAINING

Section 1. Introduction

a. Recognizing that training is an investment in the future, the Employer, the Employees, and the Union are committed to preparing each employee to accomplish the Army's mission in the most effective and efficient manner possible.

b. Once the qualification requirements to attend training have been established, the following factors, to be used to determine which employee(s) will be selected to attend a specific training session, will include, but are not limited to:

- (1) The employee's need for training to accomplish job tasks to be performed.
- (2) The ability of the employee to apply the knowledge and skills obtained from the training to the job tasks to be performed.
- (3) The employee's expressed interest and availability to attend such training.
- (4) Previous attended training.

c. The needs of the Army are better served when training is distributed to a broad base of employees, rather than focused on a select few. When meaningful distinction cannot

be made among employees and the need for training still exists, the employer will schedule the employees who meet the above criteria for additional training sessions as they become available, and as resources permit.

d. Selection for training will be made without regard to race, color, religion, sex, national origin, age, or other factors unrelated to the need for training.

e. The Employer will follow its merit promotion procedures when selecting employee for training which is:

- (1) Part of an authorized training agreement or,
- (2) Part of a promotion program or,
- (3) Required before an employee can be considered for a promotion.

Section 2. Identifying Training Needs

The supervisor and the employee are encouraged to identify training and development needs with the employee's performance plan, considering such factors as : upward mobility opportunities, affirmative action, and other career development training.

Section 3. Request For Training

a. An employee who identifies a specific course(s) that will enhance their development as an Army employee is encouraged to discuss their need for the training with their supervisor.

b. The employee may initiate a DD 1556 (Request, Authorization, Agreement, Certification of Training and Reimbursement), the official documents used to request and authorize training, and submit it to their supervisor for consideration.

c. Reasons for disapproval of training will be provided to the employee, in writing, if the employee so requests.

Section 4. Compensation

An employee may be entitled to additional compensation for time outside their normal tour of duty for training and travel. Such compensation will be in accordance with applicable laws, rules, and regulations (i.e. Title 5 and the Fair Labor Standards Act).

Section 5. Publicity

Publicity of available on post courses will be provided to employees and the Union through Fort Carson media.

Section 6. Orientation

The supervisor of an employee that is new to a particular work area will discuss with the employee such administrative facets of the job as:

- a. Leave procedures
- b. Hours of work
- c. Location of dining and rest room facilities
- d. Existing operation manuals and/or standard operating procedures (SOPs)

e. The operation of equipment/machinery that the employee will be using

Section 7. Licenses/Certification

Official time may be granted for testing/training in order to maintain a Colorado and/or national professional license/ certification in accordance with applicable laws, rules, and regulations.

Section 8. Payment/Administrative Leave For Training

a. The employer may pay all or part of the necessary expenses of training for an employee, in accordance with applicable laws, rules, and regulations.

b. An employee may request administrative leave to attend training for which the employee is willing to partially or fully assume the costs associated with the training.

Section 9. Documentation

The employer will periodically inform employees of the need and the responsibility to keep their Official Personnel File up to date. This may include employers reminding their employees of the importance to document formal training and on-the-job training during performance counseling sessions. It is the employee's responsibility to initiate this documentation. Employees may submit an SF 172, or other appropriate documentation as determined by the Civilian Personnel Advisory Center, for inclusion in their Official Personnel File to document additional experience gained and training received.

Article 15

TDY & TRAVEL

Section 1. Notice Of TDY To Employees

The employer recognizes the fact that TDY can impose hardships on an employee's personal life and therefore, under normal circumstances, will provide at a minimum, a 10 day advance notice to the employee(s).

Section 2. Official Time

Employer shall allow use of official time to process TDY and travel vouchers.

Section 3. Request And Consideration For TDY

When the Employer has determined that a mission involving TDY needs to be accomplished, the Employer will notify qualified employees and consider, among other factors, the expressed interest and availability of its employees.

Section 4. Hardship Caused By TDY

An employee scheduled for a TDY assignment, may request to be relieved of the assignment due to personal hardship circumstances. The employee will submit a written request, with justification, to the official directing the scheduled TDY. If the employee's request is disapproved, the employee will be provided a written explanation.

Section 5. Preparation Of Documents

Employees who assist in the preparation of their own travel requests may seek advice from their Supervisor, Administrative Office, or the Travel Section.

Section 6. Government Credit Cards

Eligible employees may request the issuance of a Government credit card for use while on TDY in accordance with laws, rules, and regulations.

Section 7. Alternate Travel Arrangements

An employee may choose an alternate means of transportation for TDY travel, subject to mission requirements, leave regulations and payment provisions of the Joint Travel Regulation.

Section 8. Official Passport/Visa

Official passport/visa, if required, will be provided by the employer when TDY/travel takes employee out of the Continental United States (CONUS).

Section 9. Travel Benefits

The Joint Ethics Regulation governs travel benefits provided to employees in connection with travel on behalf of the government.

Section 10. Rest After Travel

a. If an employee's travel orders indicate that the employee will be returning from TDY after midnight, the employee may request a reasonable amount of excused absence for rest from his/her supervisor.

b. If an employee is unavoidably detained and returns after midnight from TDY, the employee will request a reasonable amount of excused absence for rest from his/her supervisor in accordance with Article 11 "Other Leave".

c. The supervisor will consider the reasons provided by the employee to support the request and provide reasons to the employee if the request is disapproved.

Section 11. Workers Compensation

In the performance of official duties, to include those performed while in a TDY status, employees on the job injuries are subject to provisions of the laws and regulations covering the Workers' Compensation Program.

Section 12. TDY Vouchers

Employee is responsible to submit TDY vouchers in good faith and in a timely manner.

Section 13. Overpayment/Indebtedness

Employees who have received an overpayment and/or notice of indebtedness, or failed to submit a travel voucher, will not be charged an administrative fee, if arrangements are made in a timely manner, or a suitable time is provided by the Government, to repay the indebtedness and/or develop a repayment plan.

Section 14. Reimbursement For TDY Costs

- a. Reimbursement for employee travel will be paid in accordance with Joint Travel Regulations.
- b. The Employer is committed to providing timely reimbursement to the employee once the travel voucher has been submitted. Reimbursement will normally be within 15 days of receipt of their voucher in the Travel Section. An employee who has not received reimbursement within 15 days may seek assistance from their supervisor to obtain the reimbursement.

Article 16

TOTAL ARMY PERSONNEL EVALUATION SYSTEM (TAPES)

Performance Evaluation at Fort Carson will be accomplished in accordance with the Memorandum of Understanding, "Implementation of the Total Army Performance Evaluation System (TAPES)" in effect. Copies of the current Memorandum of Understanding can be obtained from your organization or the union office.

Article 17

DETAILS AND TEMPORARY PROMOTIONS

Section 1. Documentation

The Employer will document details beyond 30 days by submitting the documentation required by Army and Federal personnel regulations. Such documentation will include the job description or list of duties to which the employee is assigned. A copy of the job description or list of duties will be given to the employee before or as soon as possible after the start of the detail.

Section 2. Choosing Employees

Supervisors are encouraged to ask for volunteers for details. Supervisors will choose an employee or several employees from among employees who have the required skills, knowledge and experience to perform the mission. The supervisor will consider the expressed interest and availability of the employee(s).

Section 3. Detail To A Position Of Higher Grade

An employee who is detailed to a position of higher grade for more than 30 days will be temporarily promoted, if the employee performs the duties of the position description and the employee meets all qualification and eligibility requirements for promotion to the position. An employee who believes that he/she is performing work at a higher grade level, is encouraged to bring this to the attention of his/her supervisor. If a satisfactory answer is not provided to the employee, the employee is encouraged to bring this matter to the attention of the union.

Section 4. Communication With The Employee

The Supervisor (or Designee) will discuss with the employee the duties and expectations associated with any detail. The union will be given an opportunity to attend this discussion. The union and management encourage supervisors to document all details that last between 14 and 30 days. Each Command/Directorate will determine the type of documentation to be used.

Section 5. Performance Rating

If the detail/temporary promotion is expected to last 120 days or more, the employee will be given written performance standards. If the employee performs under the performance standards for 120 days or more, a Special Rating will be completed.

Section 6. Equipment

If any equipment would need to be moved with the employee for the term of the detail, the Employer will make arrangements to move the equipment.

Section 7. Changing Work Schedule

If the Employer intends to change the current work schedule of the employee for the term of the detail, notice will be provided to the union in accordance with the provisions of Article 7, "Matters Appropriate for Negotiation".

Article 18

MERIT PROMOTION

Merit Promotion at Fort Carson will be accomplished in accordance with the Memorandum of Understanding concerning Merit Promotion in effect. Copies of the current Memorandum of Understanding can be obtained from your organization or the union office.

Article 19

PROBLEM SOLVING/GRIEVANCES

Section 1. Purpose

The purpose of the Problem Solving/Grievance procedure is to provide a quick, easy, fair answer to the employee and to approach the problem/grievance as an opportunity for the employee and the supervisor to work together, in partnership, to develop a solution and to build a better working relationship.

Section 2. Working Together

a. The union and the employer encourage each employee to talk with their supervisor about the employee's problem before filing a grievance. The union and the employer encourage each supervisor to listen to their employee's problem.

b. Every attempt will be made to resolve problems on an informal basis between the employee and the supervisor before beginning the grievance procedure.

c. The employee or the supervisor may end the informal discussion of the problem and move to the grievance procedure at any time.

Section 3. Scope

a. These negotiated procedures will be the exclusive procedures available to the union, the employer, and the employees in the bargaining unit, for resolving grievances. The employer and the union agree that every effort will be made by the parties to resolve problems and grievances at the lowest possible level.

b. A grievance means any unresolved problem with a condition of employment:

(1) by any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employee;

(2) by the union concerning any matter relating to the employment of any bargaining unit employee; or

(3) by any bargaining unit employee, the union, or the employer concerning:

(a) the effect or interpretation or breach of this Agreement;

(b) any violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

c. The grievance procedure is the sole means available for resolution of grievances of employees in the unit and the parties, except as provided in Section 4.

d. A bargaining unit employee affected by discrimination, a removal, or reduction-in-grade based on unacceptable performance, or other adverse action may file under a statutory procedure (e.g., MSPB, EEO) or the negotiated grievance procedure, but not both (except for the review process for discrimination complaints covered in 5 USC 7702). An employee will have chosen his/her option under this provision in adverse actions when the employee files a timely notice of appeal under the statutory procedure, or files a timely grievance. In the processing of an appeal through a statutory appeal channel, the employee(s) may select their representative.

e. For grievances which otherwise could be filed as statutory appeals, such grievances will be considered timely if filed within 30 calendar days after the effective date of the action. Discrimination complaints filed as a grievance must be filed within 30 calendar days of the incident. The above time frames will change automatically in accordance with revisions of applicable statutes.

Section 4. Exclusions

The following matters are specifically excluded from this procedure:

a. Any claimed violation of Subchapter III of Chapter 73, 5 USC (relating to prohibited political activities).

- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Section 7532, 5 USC (relating to National Security).
- d. Any examination, certification or appointment.
- e. The classification of any bargaining unit position which does not result in the reduction-in-grade or pay of a bargaining unit employee.
- f. Nonselection for promotion where proper procedures have been followed.
- g. An action terminating a temporary promotion within a maximum period of 2 years and returning the employee to the position from which he/she was temporarily promoted.
- h. Not using an employee's suggestion,
- i. Not receiving a quality step increase, performance award, or honorary award.
- j. A preliminary warning or notice of a specific action, which, if effected, would be covered under the grievance system (e.g. a notice of proposed suspension, proposed termination).
- k. Termination of temporary, term, or probationary employees.
- l. An overall performance rating of Level 1, unless there are clearly derogatory comments contained in the evaluation.

Section 5. Grievability

Questions which cannot be resolved by the parties as to whether or not a grievance is over a matter subject to the grievance and arbitration procedures of this agreement, may be referred by either party to arbitration as a threshold matter.

Section 6. Grievance Procedures

a. Step 1 - The employee is entitled to union representation throughout the entire grievance procedure and the Deciding Official is entitled to representation as well. The employee will file their grievance at Step 1 by using the Step 1 grievance form. The form is available from the union office or a union steward. The employee/union representative will give the completed Step 1 grievance form to the first line supervisor within 20 calendar days after the occurrence of the act leading to the grievance or within 20 calendar days after the employee became aware of the act leading to the grievance. The union will provide a copy of the completed grievance form to the Civilian Personnel Advisory Center (CPAC). If the 1st line supervisor does not have the authority to make a decision on the grievance, the 1st line supervisor will give the grievance to the appropriate Deciding Official immediately. The Deciding Official will hold a meeting with the employee and their union representative as soon as possible but not later than 10 calendar days from the receipt of the grievance by the 1st line supervisor. The Deciding

Official will issue a decision as soon as possible but not later than 7 calendar days from the date of the meeting using the Step 1 Grievance Decision form. The supervisor will notify the employee and the union office of the time and date for the delivery of the decision. If the union is not able to attend the delivery of the decision, then the union representative will arrange with the Deciding Official for delivery/pickup of the union's copy. If the employee is not available to receive their copy of the decision, the union will be provided both the employee copy and the union copy of the decision. The Deciding Official will forward a copy of the Step 1 decision to the Labor Relations Officer in the CPAC.

b. Step 2 - If the employee is not satisfied with the decision in Step 1, he or she may initiate a Step 2 grievance by using the Step 2 grievance form. The form is available from the union office or a union steward. The employee/union representative will give the completed Step 2 grievance form, along with the Step 1 Grievance and Decision and available supporting documentation, to the Deciding Official, normally the 2nd line supervisor or their designee, within 7 calendar days of receipt of the Step 1 Grievance Decision form. The union will provide a copy of the grievance form to the Civilian Personnel Advisory Center (CPAC). The Deciding Official will hold a meeting, if requested, with the employee and their union representative as soon as possible but not later than 7 calendar days from receipt of the Step 2 grievance form. If the employee does not request a meeting, the Deciding Official can request a meeting. The Deciding Official will issue a decision as soon as possible but not later than 7 calendar days from the date of the meeting using the Step 2 Grievance Decision form. If no meeting is held, the Deciding Official will issue a decision as soon as possible but not later than 7 calendar days from the date of receipt of the Step 2 grievance form. The Deciding Official will notify the employee and the union office of the time and date for the delivery of the decision. If the union is not able to attend the delivery of the decision, then the union representative will arrange with the Deciding Official for delivery/pickup of the union's copy. If the employee is not available to receive their copy of the decision, the union will be provided both the employee copy and the union copy of the decision. The Deciding Official will forward a copy of the Step 2 decision to the Labor Relations Officer in the CPAC.

c. Step 3 - If the employee is not satisfied with the decision in Step 2, he or she may initiate a Step 3 grievance by using the Step 3 grievance form. The form is available from the union office or a union steward. The union will give the completed Step 3 grievance form, along with the earlier step grievances and decisions and available supporting documentation, to the Activity Commander or Director through the Labor Relations Officer at the Civilian Personnel Advisory Center, or designee, within 7 calendar days of receipt of the Step 2 Grievance Decision form. The Deciding Official will hold a meeting, if requested, with the employee and their union representative as soon as possible but not later than 14 calendar days from receipt of the Step 3 grievance form. If the employee does not request a meeting, the Deciding Official can request a meeting. The Deciding Official will issue a decision as soon as possible but not later than 7 calendar days from the date of the meeting using the Step 3 Grievance Decision form. If no meeting is held, the Deciding Official will issue a decision as soon

as possible but not later than 7 calendar days from the date of receipt of the Step 3 grievance form. The Deciding Official will notify the employee and the union office of the time and date for the delivery of the decision. If the union is not able to attend the delivery of the decision, then the union representative will arrange with the Deciding Official for delivery/pickup of the union's copy. If the employee is not available to receive their copy of the decision, the union will be provided both the employee copy and the union copy of the decision. The Deciding Official will forward a copy of the Step 3 decision to the Labor Relations Officer in the CPAC.

Section 7. Grievances Concerning Disciplinary or Adverse Actions

Grievances concerning disciplinary or adverse actions must be in writing and filed at Step 2 of the grievance procedure, directly with the Step 2 Deciding Official (or Designee) in accordance with the time limits as outlined in Section 6, Step 1. The grievance forms will not be used for this type of grievance.

Section 8. Union Grievances

a. Grievances filed by the union President or designee shall be discussed with the appropriate Management official who has the authority to resolve the matter. Grievances at this level must be in writing and filed in accordance with the time limits as outlined in Section 6, Step 1.

b. If unresolved within 7 calendar days, the President or designee may process the written grievance to the Activity Commander or designee, through the Civilian Personnel Advisory Center. The Activity Commander or designee will provide a written decision within 15 calendar days after receipt of the grievance. A meeting can be requested by either party to attempt resolution or clarification of issue(s). If still unresolved, the union President may invoke arbitration.

Section 9. Timeframes

a. The employer and the union agree that the spirit and intent of the grievance procedure is that the Deciding Official at each level will decide on the merits of the grievance to provide a satisfactory resolution. Time limits may be extended by consensus of the parties. Requests for extensions of any time limit must be for valid reasons.

b. If the employee/union misses a time limit and management does not accept their reasons for being late, the union can advance the grievance to the next Step with an explanation of the reasons for being late.

c. If management misses a time limit and the union does not accept their reasons for being late, the union can advance the grievance to the next Step with the reason that the grievance is being advanced.

Article 20

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Definitions

- a. Disciplinary actions consist of Letters of Reprimand and Suspensions of 14 days or less.
- b. Adverse Actions consist of Removals, Suspensions for more than 14 days, Reductions in Grade or Pay, or Furloughs for 30 days or less.

Section 2. Cause And Timeliness

Suspensions for 14 days or less and Adverse Actions will be timely and taken for such cause as will promote the efficiency of the service. Disciplinary and Adverse Action notices will be given to the employee within a reasonable period of time after the occurrence of the alleged offense or when the alleged offense becomes known to the Employer. Union and Management agree that discipline must be timely to be effective.

Section 3. Considering The Employee's Views

As part of the decision-making process the Employer will discuss with the employee, if available, the basis for the Disciplinary or Adverse Action. This discussion and careful consideration of the employee's views will take place before the Employer issues any written notices to the employee. For information about the employee's right to representation, see Article 4, "Weingarten Rights".

Section 4. Procedures

An employee, against whom a suspension of 14 days or less or an Adverse Action is proposed, is entitled to:

- a. An advance written notice stating the specific (i.e., particular/definite) reasons for the proposed action.
- b. A reasonable time to answer orally and/or in writing and to furnish affidavits and other documentary evidence to support the reply. The period of time for a reply will be not less than 14 calendar days. Extensions may be granted by the Employer for valid reasons.
- c. Be represented by a person of his/her choice in accordance with Article 2, Section 8.
- d. Receive a written decision and the specific reason(s) cited in the proposal (which have been sustained) within 20 calendar days after the expiration of the reply period.

Section 5. Challenging The Action

- a. A bargaining unit employee affected by an Adverse Action may file under a statutory procedure (e.g., MSPB, EEO) or the negotiated grievance procedure, but not both. An employee will have chosen his/her option in Adverse Actions when the employee files a timely notice of appeal under the statutory procedure, or files a timely grievance. In the

processing of an appeal through a statutory appeal channel, the employee may select their representative.

b. For grievances which otherwise could be filed as statutory appeals, such grievances will be considered timely if filed within 30 calendar days after the effective date of the action. The above time frames will change automatically in accordance with revisions of applicable statutes.

c. Grievances concerning Disciplinary or Adverse Actions must be in writing and filed at Step 2 of the grievance procedure, directly with the Step 2 Deciding Official (or Designee) in accordance with the time limits outlined in Article 19, Section 6, Step 1. The grievance forms will not be used for this type of grievance.

Section 6. Exception To Procedures

Exceptions to the procedures outlined above will include situations when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. (See 5 USC 7513.)

Article 21

ARBITRATION

Section 1. Invoking Arbitration

Arbitration may be invoked only by the union or management.

Section 2. Notification

If management and the union fail to settle any grievance processed under the negotiated grievance procedure, either party may within 20 calendar days after receipt of the final decision, notify the other in writing of a request to invoke arbitration.

Section 3. Defining Issues

The parties will meet for the purpose of attempting to define the issues to be arbitrated.

Section 4. Selecting An Arbitrator

The parties will meet within 10 calendar days after the receipt of a list of arbitrators to select an arbitrator. If the parties cannot mutually agree upon one of the listed arbitrators, then the management representative and the union representative will each strike one arbitrator's name from the list and will then repeat this procedure. A coin toss will decide who strikes first. The remaining name will be the selected arbitrator.

Section 5. Duty Time To Attend Hearing

The aggrieved, the union representative, and/or technical advisor, and the aggrieved's witnesses approved by the arbitrator who are otherwise in a duty status will be excused from duty to participate in the arbitration hearing without loss of pay or charge to annual leave. If a regular day off is involved, or if the hearing is held during the employee's non-

duty status, reasonable effort will be made by the supervisor to change the employee's non-duty period to a duty period.

Section 6. Timely Arbitration Decision

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

Section 7. Binding Decision

The arbitrator's decision will be binding on the parties. However, either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority. Any dispute over the application of an arbitrator's award will be returned to the arbitrator for clarification.

Section 8. Arbitration Expenses

The arbitrator's fees, the expense of arbitration, including stenographic assistance, if any, cost of the transcript, if any, cost of arbitrator's travel expenses and per diem will be borne equally by management and the union. The arbitration hearing normally will be held on management's premises and during regular day shift hours. All employee participants in the hearing will be in a duty status.

Article 22

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Shared Responsibility

The employer will assure there are equal employment opportunity at all levels and that the civilian workforce is free from discrimination because of race, color, religion, sex (including sexual harassment), national origin, age, mental or physical handicap, marital status, and political affiliation. The employer and the union share responsibility for promoting equal opportunity through a positive, continuing program.

Section 2. Management Commitment

The employer will (within budgetary limitations and DA Staffing Guidelines) allocate personnel and fiscal resources to effectively administer the EEO Program. A statement will be issued and made public reflecting Management's commitment to EEO goals.

Section 3. Personnel Actions and Employment Practices

a. Personnel actions and employment practices involving employees in the bargaining unit will be consistent with the law and the terms of this contract.

b. Work-related activities, facilities, and services operated and sponsored by the employer will not be segregated and their use will not be determined by race, sex, color, age, national origin, physical and/or mental handicap.

Section 4. EEO Complaints and Employee Rights to Representation

a. The employer will expeditiously consider and adjudicate individual or class action complaints of discrimination filed through the agency administrative appeals procedure. The employer will attempt to bring about informal resolutions of complaints and matters related to affirmative action programs which come to the attention of both parties

b. Persons who allege discrimination or who participate in the processing of such complaints will be free from restraint, interference, coercion, discrimination or reprisal.

c. A complainant has the right to be accompanied, represented, and advised by a representative of his/her choice during counseling or at any stage of the complaint procedure.

Section 5. EEO Counselors

The employer agrees to provide an adequate staff of trained EEO Counselors, who will be available and accessible to complainants. Counselors will be trained in the application of EEO regulations and procedures. Candidates must meet the basic qualifications for EEO Counselors. When an EEO Counselor position becomes vacant, Management will advertise the vacancy through an open competitive announcement.

Section 6. Affirmative Action

a. Affirmative Action: The employer will develop a results-oriented program for affirmative action intended to resolve problems of under-utilization and underrepresentation of minorities, women, and the handicapped.

b. Union input will be requested in all phases of the affirmative action program, including the development of affirmative action plans. A copy of reports, recommendations, review, assessments, and evaluations will be furnished to the Union President by the EEO Office.

c. Analysis: The EEO Officer will prepare an annual analysis of the employment composition of the total workforce, by age, handicap, race, sex, occupation (job series), grade, and organizational breakdown (division, department, office, etc.) with a copy to the Local President.

d. Utilization of Workforce Skills: The employer will utilize skills and potential of employees.

(1) The employer will analyze statistical data by age, handicap, race, sex, occupation (job series), grade and organizational breakdown to determine and attempt to correct problems of under-utilization and under-representation of minorities and women.

(2) In connection with efforts to correct underutilization and under-representation of minorities and women, the employer will, within budget, manpower authorization and mission requirements:

(a) Identify and provide work opportunities commensurate with employee skills and potential, especially at the lower levels.

- (b) Identify the number and kinds of jobs expected to be filled in the coming year based on a review of past turnover rates in each major occupation and identify anticipated expansion, contraction, and funding of related training programs.
 - (c) Designate target positions to provide opportunities for employees to enhance their skills, perform at their highest potential, and advance in accordance with the abilities through results-oriented training programs.
 - (d) Provide upward mobility and career development to employees through on-the-job training, personnel/Management training seminars, and other training measures.
 - (e) Reassign and restructure jobs wherever feasible.
 - (f) Survey the current skills, training, and experience of the workforce to determine the availability of employees having skills or potential which will meet staffing needs.
- (3) When there are no minority and women bargaining unit employees available for upward mobility, career development, or special emphasis programs within the agencies, the EEO Officer will develop, establish, and maintain contacts with the minority workforce, community groups, schools, universities, and other public and private groups to improve employment status of minorities and women in the workforce.
- (4) The employer will assure through periodic publications that employees, recognized employee organizations, and applicants are informed of EEO Policy, rights, and complaint procedures.

e. Review/Assessment of Affirmative Action Measures:

- (1) It is agreed that the employer will, at least quarterly, review and assess reports on progress toward objectives, goals, and timetables. An attempt to correct problem areas identified will be made by managers and supervisors on a timely basis.
- (2) The employer will review, assess, evaluate and update affirmative action measures annually, including objectives, goals, and timetables of the affirmative action plan, in direct response to identified EEO problem areas. The Union will cooperate and support the affirmative action program.
- (3) The employer will publicize affirmative action measures, including the affirmative action plan.

Section 7. Special Employment Program

The Union will have input in the activities of the Special Emphasis Employment Program Committee and may appoint an individual to serve as a member. The Union representative will be advised of scheduled and special meetings. Minutes of the Committee meetings will be provided each committee member.

Article 23

FIREFIGHTERS

Section 1. Tour Of Duty

- a. The basic tour of duty will normally be:
 - 0800-1200 duty time
 - 1200-1300 meal time
 - 1300-1600 duty time

- 0630-0730 duty time
- 1600-0630 Standby/sleep time

b. The Employer provides clothing for a 24-hour tour of duty and for this reason will require that while on duty all firefighters will be required to wear the prescribed uniform for that activity.

c. It is understood that during their duty day from 0800-1600, one hour of lunch time will be provided and all other meal times will be at the employee's discretion.

d. TDY to Pinon Canyon Maneuver Site may dictate uncommon shifts. Information will be provided to the union prior to TDY unless emergency circumstances prevent prior notice. If emergency circumstances exist the information will be provided to the union as soon as possible.

Section 2. Training

The Employer will notify the Union of any changes in training requirements that represent a change in working conditions.

Section 3. Annual Leave

a. Annual leave for fire fighters will be picked in the first full pay period of the new year. All fire fighters will be given the opportunity to pick leave on duty time when possible. Due to the number of fire fighters requiring leave, all leave must be scheduled at the beginning of the leave year to insure that no one will lose his annual leave.

b. Fire fighters may trade leave time up until the final leave schedule is posted on each stations' bulletin board. After the final leave schedule is posted, trading will only be done by approval of the shift leave supervisor.

c. Leave will be picked IAW this agreement. First pick will be for no more than 144 hours. Second pick will then begin for no more than 144 hours. Third leave pick personnel will then begin. Following this selection, any personnel with use or lose leave will select leave based on seniority. In the event that an Employee covered under this agreement, is going to be out of the United States on Leave, the Shift Commander may allow this Employee to pick the total time needed during the same pick as long as the Shift Commander does not count this extra time against another Employee that may also want Leave in the subsequent Leave period. The Employer agrees that there will be no less than three Civilian Leave picks, per leave period for firefighters on the floor.

d. The Shift Commander must inform all Employees on his shift, in writing at least two weeks in advance; of the leave pick schedule; the duty shift and the time period when leave picks will be.

e. Any Employee who is going to be TDY, on leave or otherwise unavailable during Leave picks will give, in writing to the Shift Commander; at least 4 choices for leave in order of preference.

f. Any Employee on Kelly Day at the time of leave picks will be called at home for their picks. However, if the Employee cannot be contacted within 15 minutes and 3 calls, the selection process will go on and that Employee will forfeit that pick until the next round. When this Employee returns to work, he/she may request of the Shift Commander available dates.

g. Administrative personnel, Shift Commanders, Dispatchers, Fire Inspectors, Training Division Personnel and Military firefighters assigned to the Fire Department will not affect Civilian Leave picks for firefighters on the floor.

Section 4. Rotation

a. Employer agrees that when a personnel rotation occurs it will be done as fairly and equitably as possible, based on departmental requirements.

b. Individuals may be rotated, for mission requirements, between stations.

Section 5. Living And Dining Facilities

a. The Employer agrees to provide the following:

(1) Adequate kitchen equipment to include at a minimum:

(a) Microwave ovens.

(b) Gas or electric ranges and ovens.

(c) Refrigerators with freezer compartments. One of each for each shift.

(d) All eating and food preparation utensils for each fire station so that employees can prepare healthy and nutritious meals.

(e) Cable television or its equivalent and when possible, two premium channels.

(f) Dishwashers, commercial washers and dryers, swamp coolers for summer to cool all rooms, proper heating for all room in the winter months and provide equipment to maintain the proper and healthy humidity range.

(2) Riding lawn mowers for each station, however the employer will put all fire stations on the first priority for clearance of snow because of their emergency response requirements.

(3) Bathrooms that include at least one urinal, two toilets (where practical) and two sinks. In the stations where there are female Fire Fighters assigned, there will be a minimum of two toilets with privacy stalls as to accommodate all personnel. All bathrooms will be fitted with proper shower facilities for clean up. The Employer will follow the requirements set forth by the Corps of Engineers Handbook.

b. Each Fire Fighter will be provided the following at a minimum for their bedroom.

(1) Their own securable locker or closet.

(2) A bed with a posturepedic or equivalent mattress designed for the weight of the fire fighters that share that area.

(3) A chair.

(4) A night table and lamp.

Section 6. Safety

a. The employer agrees to furnish all employees with the following safety equipment:

- (1) 1 pair of safety shoes or boots annually, Black.
- (2) 1 personal Fire Bunker coat with all required liners.
- (3) 1 Personal Fire Bunker pants with all required liners.
- (4) 1 Nomex/PBI hood.
- (5) 1 Pair firefighter gloves.
- (6) 1 Pair firefighter bunker boots.
- (7) Full set of proper Crash Rescue Clothing for all firefighters assigned to the airfield.
- (8) Members of special teams, such as Haz-Mat and Technical Rescue may be required to have special equipment based on National Safety Standards.

b. The Employer agrees to furnish each employee with complete sets of wildland gear to include:

- (1) Fire shelter.
- (2) Helmet designed for wildland firefighting.
- (3) Goggles Anti fog.
- (4) Gloves, leather.
- (5) Light for wildland helmet.
- (6) Pack, field, firefighters unisex with belt and straps.
- (7) Canteen, plastic with cover.
- (8) Wildland boots.
- (9) Proper fitting wildland shirts and pants.

Section 7. Physical Fitness

All firefighters will be allowed time for physical fitness workouts.

Section 8. Uniforms

Management will, within budget constraints, make every effort to continue to supply safety apparel and uniform items in accordance with the Department Operational Guidelines (DOGs).

Article 24

COMMERCIAL ACTIVITIES PROGRAM

Section 1. Sharing Information

The Employer will inform the union of Commercial Activities studies. This information will be provided to the union as material becomes available. The Employer will keep the union informed of Commercial Activities actions consistent with current directives and guidance. If the Employer determines that unit work will be contracted out, the Employer will negotiate with the union concerning the impact on bargaining unit employees.

Section 2. Release Of Documentation

The Employer agrees to provide the union with all releasable information pertaining to the Commercial Activities decision. All detailed documentation supporting the initial cost comparison decision will be provided to the union when the initial decision is announced.

Section 3. Keeping The Union Informed

Briefings will be held between the Employer and the union regarding Commercial Activities consistent with current directives and guidance.

Section 4. Keeping Employees Informed

Briefings will be held with bargaining unit employees for the purpose of providing information concerning Commercial Activities. The union will be given an opportunity to attend such briefings.

Section 5. Employee Participation

The union and management encourage affected employees to participate in Commercial Activities related training and to provide input to the development of the Performance Work Statement (PWS).

Section 6. Employee Rights

Unit employees adversely affected by a decision to contract out as a result of a Commercial Activities study will be afforded their full rights and entitlements in accordance with applicable laws, rules, regulations and this Agreement. These include: Reduction-in-force (including appeal rights to MSPB), grade and pay retention regulations, DOD priority placement program (i.e. stopper list), the OPM displaced employee program and other programs designed to lessen the impact on employees.

Section 7. Steering Committee

If a Commercial Activities Steering Committee is formed, the union will be invited to appoint an individual to serve as a member.

Article 25

SUPERVISOR AND EMPLOYEE COMMUNICATION AND RECORD KEEPING

Section 1. Communication

The Union and the Employer encourage each supervisor and each employee to communicate about workplace issues pertinent to the individual employee. Such communication will be conducted in private surroundings.

Section 2. Documentation

Documentation of these discussions is encouraged to ensure that there is a common understanding of the issues that were discussed. The established form will be used to document the discussion. The purpose of the form is to provide a written summary of the issues covered by the supervisor and employee. The form will be completed during

or after the discussion has taken place. The employee will have the opportunity to provide his/her comments either at the time of the discussion or within one working day of the discussion. The supervisor may destroy the form at any time but normally the form will be removed and destroyed not later than one year from the date of the discussion. Information about the form to be used to document such discussions may be obtained from the Civilian Personnel Advisory Center or the Union office.

Section 3. Maintaining Records

Supervisors will maintain the Office Supervisory or Manager Employee Record file in accordance with AR 25-400-2. Examples of documents that may be maintained in this file include, but are not limited to, letters of appreciation and commendation, training records, information relating to individual on-the-job injuries, information showing the assigned responsibilities of the individual's position, positions previously held, performance ratings, and counseling. The supervisor will review the content of the file each year and destroy documents when superseded or no longer applicable. The employee has the right to review the contents of the file and should make arrangements with their supervisor to do so.

Article 26

NEW EMPLOYEES

Section 1. Informing Employees And Supervisors

a. Recognizing the Partnership between labor and management at Fort Carson, new employees and new supervisors are encouraged to visit the steward for their organization and/or the union office to learn about the role of the union in representing employees.

b. The union office will be added to the new employee in-processing checklist as a highly encouraged and optional item.

c. An information handout, to include a map to the union office and a list of stewards, will be provided as part of the in-processing package.

Section 2. Distribution Of Contract

At the time of in-processing, management will provide a copy of the negotiated agreement to each new employee and supervisor covered by the agreement.

Section 3. Management's Responsibilities

a. Management will develop an annual new employee orientation schedule. The union will be notified of time and location of scheduled orientation sessions at least 14 days in advance.

b. On a quarterly basis, management will provide the union a written list of new bargaining unit employees.

Section 4. Union's Participation

- a. A union representative will be invited to attend new employee orientation sessions on official time.
- b. The union will provide any documents desired during new employee orientation.

Article 27

WORKERS COMPENSATION

Section 1. Cooperative Process

The intent of the workers compensation regulations is to more effectively and efficiently manage the workers compensation program at Fort Carson, MEDDAC and DENTAC to the benefit of the employees, their supervisors and the Army. It is meant to be a cooperative process of sharing relevant information to ensure that productive employees who have an on-the-job injury are returned to the workplace in a manner that is consistent with both their physical capabilities and the mission needs of the organization.

Section 2. Federal Law And Employee Rights

The workers compensation program will be managed in accordance with existing Federal Law and Regulation. The Fort Carson and MEDDAC regulations will supplement such law and regulation by providing implementing instruction to all who have a responsibility for making it successful. At all times, the employees' rights will be protected.

Article 28

OTHER DUTIES AS ASSIGNED

Section 1. Related To Basic Job

The phrase "other duties as assigned" as used in job descriptions, means duties related to the basic job. This phrase will not be used to regularly assign work to an employee that is not reasonably related to his/her basic job description. This does not mean that unrelated duties may not be assigned on an occasional basis, such as in a general clean up. As circumstances permit, unrelated duties that occur on an occasional basis should be distributed fairly and equitably. In assigning occasional duties, factors such as safety, skills and training possessed by the employee, and relationship to regularly performed duties, should be taken into account.

Section 2. Keeping The Job Description Current

Normally, the employer will initiate action to amend the job description within 30 days of the assignment of additional regular and recurring duties.

Article 29

RESOLUTION OF UNFAIR LABOR PRACTICES

Both parties agree to utilize the following Alternate Dispute Resolution process which allows both the Agency and the Union to avoid unnecessary litigation, hardship, and/or costs that may injure the partnership relationship between the parties:

1. Before an Unfair Labor Practice charge is transmitted to the Federal Labor Relations Authority, the dissatisfied party will provide written notice to the other party.
2. Upon receipt of the written notice, the parties agree to set up a meeting to discuss the dissatisfaction giving rise to the charge. The parties will attempt to resolve the dissatisfaction within the 30 days following the receipt of the charge.
3. A written agreement will establish the terms of the resolution.
4. If not resolved, at the end of 30 days of receipt of the written notice, or sooner if mutually agreed upon, the responding party will provide the dissatisfied party with a written decision which addresses the concerns raised.
5. If the dissatisfied party is not satisfied with the decision, it may submit its charge to the Federal Labor Relations Authority.
6. Nothing in this section will preclude the dissatisfied party from submitting its charge to the Federal Labor Relations Authority if there are less than 30 days before the expiration of the statutory time limit.

Article 30

REDUCTION IN FORCE

Section 1. Respecting Each Other's Rights

Reductions-in-force will be conducted in a manner which respects each others' rights. In the event of a reduction-in-force, existing vacancies will be utilized to the maximum extent possible to place employees who otherwise would be affected by the action, in continuing positions. All reduction-in-force will be carried out in strict compliance with applicable laws and regulations.

Section 2. Notification

The Employer will notify the union of reduction-in-force actions as far in advance as possible.

Section 3. Federal Law

The bumping, retreat, and reemployment rights of employees affected by Reduction-in-force will be governed by applicable Department of the Army and Federal Personnel regulations.

Article 31

USE OF FACILITIES

Section 1. Services

The Union will be treated consistently with other tenant activities for common services, facilities, and equipment. The Union will comply with local security, energy, and fire control regulations.

Section 2. Use Of Building 6051

a. The Government will provide Building 6051 for the sole and exclusive use by this Bargaining Unit. No other Bargaining Unit will be allowed to conduct any form of organized business for the benefit of that Bargaining Unit, or its members, in Building 6051. The Government will provide utilities, refuse service, maintenance and repair, and self help materials.

b. Nothing in this section precludes the attendance by National or other officers of AFGE/AFL-CIO at meetings, training sessions, etc., conducted by the Bargaining Unit.

Section 3. Provided Services

a. The government will provide:

- (1) On-post lines, E-Mail (when available)
- (2) Voice Mail
- (3) Single Line Phones
- (4) Maintenance of government phones and lines
- (5) DSN Line or most cost-effective government long distance carrier
- (6) Data Line (when available)
- (7) Listing in Fort Carson phone book and phone book provided
- (8) Access to Video Teleconference Center
- (9) Access to distribution system
- (10) Reasonable Bulletin Board space
- (11) Access to Fort Carson media

b. The Union may provide:

- (1) Fax Machine
 - (2) Pay for long distance costs
 - (3) Multiple Line phones
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- (4) Beepers or Cellular phones

Section 4. Service Accounts

The Union will establish an account at the print facility, TSC, SSSC, IPBO, and Information Management Support as a reimbursable customer.

Section 5. Janitorial Services

The Employer agrees to provide the same level/frequency of janitorial services for the Union facility that it provides other Fort Carson tenant agencies.

Article 32

DINING FACILITIES

Section 1. Dining/Break Areas

a. Dining and break areas with furniture, microwaves, and refrigerators will be provided to employees within applicable laws, rules, regulations, and Joint Commission for Accreditation of Health Care Organizations standards and in accordance with available space and resources. These areas will be conveniently located, where possible, near the work area.

b. If appropriate lunch and break areas are not available, employees may eat at their work site, consistent with Occupational Safety and Health Administration (OSHA) regulations, rules, and laws. Where the supervisor has determined that eating at a work site is not appropriate, the supervisor will meet with the employee to make suitable alternate arrangements. The employee is encouraged to bring to the supervisor's attention their belief that eating at a particular work site is not appropriate.

Section 2. Variations To Schedules

a. Employees may make written request to their supervisor for a variation in their normal work week to permit additional time for meals consistent with applicable federal regulations.

b. In the event the supervisor disapproves the employee's request, the supervisor will provide a written reason for the disapproval.

Section 3. Surcharge

Bargaining unit employees may use MEDDAC dining facilities to consume their lunches not purchased at the dining facility. The Agency agrees to review and process requests for surcharge exemption in accordance with applicable laws, rules, and regulations.

Section 4. Maintenance Of Appliances

Maintenance and repair, but not cleaning, of government owned appliances will be provided by the employer.

Section 5. Vending Machines

New and additional vending machines may be requested from the vending machine supplier. The employer agrees to discuss safety, health, security, and accessibility issues within its control, associated with vending machines in the work areas of bargaining unit employees.

Article 33

SAFETY

Section 1. Introduction

The Union, Management, and the Employees have important roles to play in ensuring a safe working environment. Compliance with established laws, rules, and regulations is but one part of accomplishing this high priority goal. Each Employee, Supervisor, and Union official should consider safety to be a primary mission of Fort Carson as they go about their assigned duties and responsibilities. Through partnership we agree to resolve issues before they become problems, and to jointly resolve problems as they arise during the course of day to day operations.

Section 2. Employer Provisions

In accordance with applicable laws, rules, and regulations, the employer will provide for its employees:

- a. Safety training
- b. Medical examinations
- c. First Aid kits
- d. Adequate lighting
- e. CPR training
- f. New equipment training
- g. Safety equipment and supplies
- h. Personal protective clothing
- i. Fire extinguishers
- j. Adequate signs and markings to identify hazardous work areas

Section 3. Health Maintenance Programs

The Employer offers a number of health maintenance programs which are published periodically through Fort Carson media. Employees are encouraged to seek information through their Supervisor, Union Representatives, and/or medical treatment facilities (Occupational Health, Health Promotion, Alcohol and Drug Abuse Prevention and Control Program [ADAPCP]) to determine the services offered and the times, locations, and conditions under which these services are available to them. For questions regarding the use of official time/leave, the Supervisor should contact the Civilian Personnel Advisory Center.

Section 4. Construction Safety

The Employer will ensure that all employees are informed and protected against safety and health hazards which might result from alterations or construction at the employee's work site. This would include adequate signs and markings.

Section 5. Safety Council

The Employer will afford the Union the opportunity to be represented at Fort Carson, Directorate, or major Activity level Safety Council meetings and will provide any reports generated.

Section 6. Union Representation

a. Accidents will be promptly investigated in accordance with applicable Occupational Safety and Health Administration (OSHA) and Agency regulations. The Union will be provided notice and an opportunity to designate a representative to observe such investigation.

b. The Union may provide its own Safety Representatives with insignia, as long as the insignia fully identifies the employee as a Union Representative.

Section 7. Safety Inspections

In the event a Federal or higher Headquarters Agency safety inspector visits the installation, the Union will be provided notice and an opportunity to designate a representative to observe such inspection.

Section 8. Pre-Operation Equipment Checks

The Employer recognizes its responsibility for providing adequate, safe, and properly maintained equipment. The employee will perform pre-operation safety inspections of equipment in accordance with Employer provided manufacturer's recommended specifications and applicable safety regulations. Short comings and deficiencies will be reported to the Employer for correction, prior to operation

Article 34

SMOKING

Smoking of tobacco products at Fort Carson is prohibited in all Department of Army occupied work places and government owned or leased vehicles and aircraft. Changes in smoking areas/policies are considered changes in working conditions and are matters subject to negotiation.

Article 35

PARKING & VEHICLE REGISTRATION

Section 1. Introduction

a. The Union, Management, and Employees have an important interest in establishing equitable parking. Employees should address their concerns about parking to their supervisor for resolution, through their chain of command.

b. The Commander or his designee is the final resolution authority for all related issues. This includes: parking for official, special, handicap, bike, motorcycle.

c. All changes, maintenance, construction, and operations of parking facilities are subject to availability and resources.

d. Alleged violations of the Fort Carson parking regulation will be brought to the attention of the Commander or his designee. This does not waive the right to grieve.

Section 2. Work Site Parking Areas

Work site parking areas used by bargaining unit employees on a regular basis will be hard packed or paved.

Section 3. Handicapped Parking

The employer will provide handicapped parking as needed and consistent with applicable regulatory requirements.

Section 4. Notice Of Need To Register Vehicle

a. The employer will inform employees of vehicle registration requirements.

b. Vehicle registration will be in accordance with Fort Carson regulations and state emission control standards.

c. A reasonable amount of duty time may be provided to employees to complete on-post vehicle registration.

Section 5. Alternative Means Of Transportation

a. The Employer may provide transportation to employees required to perform duties in remote areas.

b. When an employee is required to perform duties away from their normal work site, the following alternative means of transportation include, but are not limited to: Transportation Motor Pool (TMP) dispatch, use of Personally Owned Vehicle (POV) (with reimbursement in accordance with laws, rules, and regulations), and organic transportation assets assigned to the organization/ activity.

Section 6. Vehicle Searches

a. Employees entering Fort Carson are subject to search.

b. An employee entering Fort Carson may ask for the opportunity to turn around at the gate prior to a search.

c. An employee whose vehicle is going to be searched may declare the presence of contraband prior to a search. This declaration is not amnesty, but may be considered in any adverse action taken against the employee.

d. Employees may file a claim for any damage/soiling caused by a search.

Section 7. Damages To Vehicles

Employees may file claims with the Staff Judge Advocate (SJA) for damages to their personally owned vehicles that occur on Fort Carson.

Article 36

DRUG TESTING

Section 1. Regulations

The employer will administer its drug testing program in accordance with all Executive Orders and other related Government Regulations.

Section 2. Notice To Employees

The Employer will provide each employee subject to required testing with an individual (specific) notice that he/she is subject to being tested, prior to the start of testing.

Article 37

USE OF MILITARY PERSONNEL

The Employer will advise the union as far in advance as practicable of its intention to use military personnel in bargaining unit positions that previously have been filled predominantly by Federal Civil Service employees.

Article 38

DUES CHECKOFF

Section 1. SF 1187 (Request For Payroll Deduction For Labor Organization Dues)

The only form to request allotment deductions for dues, changes in deductions, and/or other union privilege programs is the approved SF 1187. Employees may obtain this form from the union office or a union steward. Once completed, the SF 1187 will be forwarded to the Civilian Personnel Advisory Center. Upon receipt by the Civilian Personnel Advisory Center, the SF 1187 will be transmitted to Civilian Pay within 7 days.

Section 2. SF 1188 (Cancellation Of Payroll Deductions For Labor Organization Dues)

The only form to cancel dues allotment is the approved SF 1188. After the first year of an employee's dues withholding, an employee may submit an SF 1188 at anytime, to become effective on the anniversary of the date the allotment was first made or six months from the date of submission of the SF 1188, whichever comes first. Employees may obtain this form at the Civilian Personnel Advisory Center and the union office. Once completed, the SF 1188 will be forwarded either through the union office or directly to Civilian Pay. The union will provide information to its new members about enrollment and disenrollment before submission of the SF 1187.

SECTION 3. Notification Of Dues Changes

The Union will provide written notification of changes in dues to the Civilian Personnel Advisory Center giving a 30 day implementation period.

Section 4. Dues Limitations

When an employee is in a non-pay status, or when an employee's deductions exceed net pay for any given pay period, union dues deductions will not be withheld for that pay period, however, the employee is responsible for making arrangements with the union to make payment for benefits.

Section 5. Involuntary Termination Of Dues Withholding

Dues deductions will be discontinued when an employee permanently leaves their bargaining unit position or upon written notice to the Civilian Personnel Advisory Center, from the Union, that an employee is no longer a member in good standing. Dues deductions will not be discontinued for employees detailed to non-bargaining unit positions. Employees who leave the bargaining unit may make arrangements with the union to continue their affiliation.

Section 6. Employee Listing

The standard listing of employees having dues deducted will be provided to the union each pay period. When it becomes available, the Union will be provided with an alphabetized listing of employees having dues deducted.

Section 7. Correction Of Errors

When an error occurs in the amount of dues withheld, the parties agree to mutually determine the method of correction to ensure fairness and equity to the employee, the Union, and the employer.

Article 39

COPIES AND DISTRIBUTION

Section 1. Cost

a. The Fort Carson Printing Facility will be used to make copies, collate, punch holes, and staple each copy of the Negotiated Agreement. Initial production will be 2500 copies.

b. The cost for initial and additional copies will be paid by Management.

Section 2. Distribution

a. Mandatory attendance of supervisors and employees is required for joint training and distribution of the Negotiated Agreement.

b. A committee member from Management and the Union will participate in the joint training and distribution. The Union and Management will provide equal numbers of committee members when more than one committee member of each party is needed.

c. Additional copies of this Agreement will be available at the Civilian Personnel Advisory Center and the Union Office.

d. Copies of the Agreement to address those with special needs will be available as needed.

Article 40

GOVERNING LAWS, RULES AND REGULATIONS

Section 1. Current Laws

We are governed by all applicable federal laws and all rules and regulations in effect at time this agreement is executed.

Section 2. Future Laws

Prior to implementation of any future law, rule, or regulation, management agrees to satisfy its obligation to negotiate under 5 USC 71, and this agreement remains in effect until this obligation is met.

Article 41

EFFECTIVE DATE, DURATION, IMPLEMENTATION AND CHANGES

Section 1. Effective Date

The effective date of this agreement is the date of approval by the appropriate Agency Head review level or the 31st day after the date of the execution of the agreement by the parties, if the agreement has been neither approved nor disapproved by that date.

Section 2. Duration

This agreement will remain in full force and effect for three years from the effective date. If neither party serves written notice to renegotiate this agreement at least 60 days, but not later than 90 days prior to the expiration date, the agreement will remain in full force and effect for the next three years from the day following expiration date. This agreement will remain in full force and effect during renegotiation until such time that a new agreement is approved.

Section 3. Implementation

In order to permit necessary employee and supervisor training on the contents of this agreement, the implementation of this agreement will be suspended for 30 days after receipt from the printer and distribution to each party, but no later than the 61st day after the effective date. The parties will be governed by the existing agreement until the implementation date.

Section 4. Reopening Procedure And Changes

Either party may give written notice to the other party at least 60 days, but not later than 90 days prior to the anniversary date of this agreement, of the parties intent to reopen articles of this agreement. The written notice will, as a minimum, address why the party believes the article(s) does not meet the criteria of being equitable, workable, affordable, flexible, legal or meets the interests of the party. There is no limit on the number of Articles to be re-opened. Negotiation session for reopening will begin no later

than the anniversary date. Any delays must be by mutual agreement. The Interest-Based Negotiation concept and procedural ground rules used to establish the existing contract will be used. Changes to the procedural ground rules will be by mutual agreement.

Section 5. Change In Law Or Regulation

Should any part or any provision of this agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, rule or government-wide regulation, the invalidation of such part or provision of this agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and they shall remain in full force and effect. Renegotiation of such part or provision will be by mutual agreement.

APPENDIX A

GLOSSARY

Adverse Action. Consists of Removals, Suspensions for more than 14 days, Reductions in Grade or Pay, or Furloughs for 30 days or less.

AWS. Alternate Work Schedule

CA Review. Commercial Activity Review

Deciding Official. The Management Official who issues the final decision on a Suspension of 14 days or less or an Adverse Action.

Detail. A temporary assignment of an employee to a different job description or task list for a specified period with the employee returning to his/her position at the end of the detail. There is no formal position change; officially the employee continues to hold the position from which detailed and keeps the same status and pay. An employee who continues to carry out the duties of the position to which permanently assigned and also performs some of the duties of another position for a limited time generally is not considered to be on detail.

Disciplinary Action. Consists of Letters of Reprimand and Suspensions of 14 days or less.

Exclusive Representative. American Federation of Government Employees, Local 1345 is the exclusive bargaining representative for all bargaining unit employees. See Article 1.

EEOC. Equal Employment Opportunity Commission

FLRA. Federal Labor Relations Authority

MEO. Most Efficient Organization

MSPB. Merit Systems Protection Board

PWS. Performance Work Statement

Proposing Official. The Management Official who proposes a Suspension of 14 days or less or an Adverse Action.

RIF. Reduction in force

Time Limit. A minimum or maximum time allotted to file grievances and respond to disciplinary and adverse actions.

ULP. Unfair Labor Practice

USC. United States Code

Weingarten. An employee's right to union representation during an investigation, if requested. See Article 4.

GRIEVANCE FORM - Step 3

1. Name of Employee _____

2. Phone # _____

I am not satisfied with the grievance decision given to me by _____ on _____

(Name of Deciding Official) (Date Received)

I wish to pursue my grievance to Step 3.

I request/do not request (circle one) a meeting to discuss this grievance.

3. Signature of Employee/Union Representative _____

4. Date _____

5. Signature of LABOR RELATIONS OFFICER (Or Designee) _____

6. Phone # _____

7. Date Received _____

ATTACH STEP 1 GRIEVANCE, STEP 1 DECISION, STEP 2 GRIEVANCE AND STEP 2 DECISION

GRIEVANCE FORM - Step 3 Decision

1. Name of Deciding Official _____

2. Phone # _____

3. Date Meeting Held _____

4. Decision _____

5. Signature of Deciding Official _____

6. Date _____

7. Signature of Employee/Union Representative _____

8. Date Received _____

FOR CPAC USE ONLY

Grievance # _____

APPENDIX D

AMMENDMENT TO ARTICLE 6 – “Official Time”

Article 6 is amended:

Paragraph h is added to Section 2, and reads as follows:

The MEDDAC Chief Steward is a MEDDAC employee who is released full-time to perform the above listed representational functions. The MEDDAC Chief Steward is not required to complete the official time request form. The MEDDAC Chief Steward will complete an Official Time Report at the end of each week and submit it to the MEDDAC Chief of Personnel (or designee). Full-time release may not be assigned or delegated for use by another union representative. In the spirit of partnership, the designation of the individual to serve as MEDDAC Chief Steward will be determined by consensus of the President and the MEDDAC Chief of Personnel. If the MEDDAC Chief Steward provides notice that she/he will no longer be the MEDDAC Chief Steward, then the President and MEDDAC Chief of Personnel will meet to reach a consensus on a new MEDDAC Chief Steward. If consensus is not immediately reached, the President will designate an interim MEDDAC Chief Steward, and the MEDDAC Chief of Personnel will identify the number of hours per week of official time for the interim MEDDAC Chief Steward, with a minimum of eight hours per week. The MEDDAC Chief Steward is the principal union point of contact for labor-management matters within MEDDAC.