

*Note – the formatting changed when this document was converted to PDF for web viewing, e.g., the page numbers do not correspond with those listed in the Table of Contents. For a hard copy of the negotiated agreement, please contact the CPAC.

Negotiated Agreement

TABLE OF ARTICLES

ARTICLE		PAGE
1	Recognition and Parties to the Agreement	1
2	Duration of Agreement	1
3	Law and Regulations	2
4	Purposes Served by this Agreement	3
5	Employer Rights	4
6	Employee Rights	4
7	Joint Rights	6
8	Union Rights	6
9	Union Entitlements	7
10	Union Representation	9
11	Official Time	11
12	Voluntary Allotment for Payment of Dues	12
13	Firefighter Personnel	14
14	Discipline and Adverse Actions	15
15	Matters Appropriate for Consultation or Negotiation	16
16	Application of Negotiated Grievance Procedure	17
17	Arbitration	23
18	Alternate Dispute Resolution	26
19	Complaints	26
20	Promotions	27
21	Details	27

ARTICLE	PAGE
22 Reduction in Force	27
23 Commercial Activities	28
24 Job Classification	30
25 Environmental and Hazard Differential	31
26 Wage Surveys	32
27 Injury or Disability Compensation (Workers' Compensation)	32
28 Employee Personnel File	34
29 Performance Management	34
30 Incentive Awards	35
31 Employee Training	36
32 Hours of Work	37
33 Overtime	39
34 Leave	41
35 Holidays	43
36 Lunch, Break, and Rest Room Facilities	44
37 Labor – Management Partnership	44
38 Equal Employment Opportunities	45
39 Alcohol and Drug Program	46
40 Health and Safety	47
41 Pagers	50
42 Printing and Distribution of the Agreement	51
Appendix A – Douglas Factors	52

ARTICLE 1

Recognition and Parties to the Agreement

SECTION 1. Both parties will accept and honor this Agreement until such time as it is terminated or revised as required by Article 2 of this Agreement (Duration of Agreement).

SECTION 2. Pursuant to the Federal Service Labor-Management Relations Statute (Chapter 71 of USC Title 5), the Employers recognize the Union as the exclusive representative of all employees defined in Section 3 of this Article.

SECTION 3. The Bargaining Unit to which this Agreement applies is:

3.1 All Wage Grade and General schedule employees of 9th Army Signal Command (ASC); 9th Army Signal Command, U.S. Army Networks, Engineering, and Telecommunications Activity (USANETA); U.S. Army Garrison, Fort Huachuca (USAG); CECOM – Information Systems Engineering Command (CECOM-ISEC); U.S. Army Medical Department Activity (USAMEDDAC); U.S. Army Dental Activity (USADENTAC); U.S. Army Veterinary Activity; U.S. Army Test, Measurement, and Diagnostic Equipment Support Center (USATMDE), located at Fort Huachuca and serviced by the Fort Huachuca Civilian Personnel Advisory Center; and employees of Defense Information Systems Agency/Joint Interoperability Test Command (JITC); located at Fort Huachuca and serviced by DFAS Central Personnel Office.

3.2 EXCLUSIONS: The following are excluded from the UNIT: Management officials and supervisors (as defined by Chapter 71 of USC Title 5); professional employees except USAMEDDAC and USADENTAC, Veterinary Activity; and JITC professionals; intermittent employees and persons performing Federal personnel work in other than a purely clerical capacity.

ARTICLE 2

Duration of Agreement

SECTION 1. This agreement shall remain in full force and effect for a period of thirty-six (36) months from the date of approval.

SECTION 2. Either party may give written notice to the other of its intention to amend, modify, or renegotiate this Agreement, not more than one hundred and five (105) calendar days nor less than sixty (60) calendar days prior to the expiration date of this Agreement. If neither party serves timely notice, this Agreement shall be automatically renewed for an additional period of twenty-four (24) months.

SECTION 3. Upon proper notice, as provided in Section 2, above, this Agreement will continue in full force beyond the expiration date until the revised Agreement becomes effective.

SECTION 4. Amendments and supplements to this Agreement may be negotiated at any time after the date of approval by mutual consent of the parties, or when such revisions are required by changes in applicable laws or the regulations of appropriate authorities. Negotiations will be conducted using Interest Based Bargaining as the preferred method.

SECTION 5. Changes in law or regulations of appropriate authorities which invalidate Articles or Sections of this Agreement will not have the effect of nullifying the total agreement. Action to bring the affected portions into compliance will be taken immediately.

SECTION 6. The parties agree that pending the determination or adjustment of any issue arising between them during negotiations, either by the negotiation or impasse procedures herein provided, there will be no change in the conditions of any regulations, agreements, or understanding applicable to such issue unless required by law or agency regulation.

ARTICLE 3

Law and Regulations

SECTION 1. In the administration of all matters covered by this Agreement, the Employers and employees are governed by existing or future laws and regulations of appropriate authorities, including policies as set forth in 5 United States Code; by published agency policies and regulations in existence at the time this Agreement was approved; and by subsequently published agency policies and regulations of appropriate authorities, or authorized by the terms of a controlling Agreement at a higher agency level.

SECTION 2. Provisions of the Act are binding on both the Employers and the Union.

SECTION 3. The Employers will make available to the employee or his/her Union representative, upon request, current copies of the Employers' Regulations and Civilian Personnel Regulations which pertain to personnel policies and practices affecting the conditions of employment for use in an employee's grievance or appeal.

SECTION 4. Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended to exemplify how a situation may be handled. It is recognized that the Employers retain the right and discretion to assign work and to determine who will perform that work in accordance with Executive Order 12871 as long as that Executive Order remains in effect. However, consideration should be given to following good position management principles in assigning work. Consideration should also be given to developmental assignments and training needs of employees.

ARTICLE 4

Purposes Served by This Agreement

SECTION 1. The purpose of this Agreement is to establish a basic understanding relative to personnel policies, practices, procedures, and matters affecting other conditions of employment, and to provide a means to consult, confer, and adjust matters of mutual interest between the Union and the Employers and within the meaning of Chapter 71 of USC Title 5, to safeguard the public interest and contribute to the effective conduct of public business. All labor issues that cannot be resolved informally will be processed through the Civilian Personnel Advisory Center (CPAC).

SECTION 2. The Employers and the Union recognize that this Agreement is a bilateral document; that the efficient administration of the installation and the well-being of its employees require that orderly and constructive relationships be maintained between the Union and the Employers; and that effective employee-management cooperation requires a clear statement of the respective rights and obligations of the Union and the Employers.

SECTION 3. The Employer shall not impede, restrain, interfere with, coerce, discriminate, or reprise against any representative of the Union or any bargaining unit member because of representational duties.

ARTICLE 5

Employer Rights

SECTION 1. Nothing in this Agreement shall affect the authority of the Employers, in accordance with Executive Order 12871, as long as it is in effect:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.
- b. To hire, assign, direct, layoff and retain employees, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees.
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
- d. To fill positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source; and
- e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

ARTICLE 6

Employee Rights

SECTION 1. The Employers and the Union agree, within the meaning of Chapter 71 of USC Title 5, that 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.

SECTION 2. Except as provided in Section 3 of this Article, employees in the bargaining unit have the right to join and assist a labor organization. This right shall extend to participation in its management and to acting as a labor organization representative. This includes presentation of its view to officials of the Executive Branch, the Congress, or other appropriate authority.

SECTION 3. Management officials, supervisors, or employees engaged in Federal personnel work in other than a purely clerical capacity may be Union members, but may not act as a representative or participate in management of the Union. No employee shall perform activities as an officer or representative of the Union when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

SECTION 4. The Employers shall ensure that employees are apprised of their rights described in this Article and in Chapter 71 of USC Title 5. The Employers and the Union agree that no interference, restraint, coercion, or discrimination will be practiced to encourage or discourage membership in any labor organization.

SECTION 5. Whenever an adverse action, as defined in the Act and appropriate Department of Defense regulations, is issued to an employee, the employee may choose to appeal to the Merit Systems Protection Board or file a grievance under the Negotiated Grievance Procedure as specified in Article 14 of this Agreement, but not both.

SECTION 6. In accordance with the Act, suspension for fourteen (14) calendar days or less and Reduction in Force (RIF) actions may only be grieved under the negotiated procedure. A grievance concerning a RIF action shall begin at Step 2, Section 7, Article 16 (Application of the Negotiated Grievance Procedure). The management official is the Civilian Personnel Officer, Fort Huachuca, or the Commander, JITC.

SECTION 7. Employees are free to use the Negotiated Grievance Procedure for resolving grievances within the coverage of this Agreement. The Negotiated Grievance Procedure shall be the exclusive procedure available to the parties and the employees in the bargaining unit for resolving grievances which fall within its coverage.

SECTION 8. The Employer agrees that employees will be authorized a reasonable amount of duty time to prepare grievances, meet with a representative, and present grievances to management. Normally, this will not exceed eight hours per grievance.

SECTION 9. Employees have the right to representation by the Union without coercion, membership in, or payment of money to the Union in accordance with the Act.

SECTION 10. An employee electing representation by a Union representative shall designate such representative by name, in writing. The Union representative will hand carry the authorization with him/her at all steps.

ARTICLE 7

Joint Rights

The Employers and the Union recognize the right of the supervisor to keep notes and records concerning employee performance and conduct. However, consistent with the provisions of the Privacy Act, notes/records to which the employee has not had access will not be used in performance appraisals or adverse disciplinary actions.

ARTICLE 8

Union Rights

SECTION 1. The Union has been granted exclusive recognition to represent the employees of the bargaining unit. In order to fulfill its function as the exclusive representative, the Union shall be given adequate notice to be represented at formal discussions between supervisor(s)/management official(s) and employee(s), or employee representative(s) concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of the employees in the bargaining unit.

SECTION 2. An exclusive representative of an appropriate unit in an agency 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 practice 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 –

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

(2) the employee requests representation.

c. Each agency shall annually inform its employees of their rights under subparagraph b of this section.

ARTICLE 9

Union Entitlements

SECTION 1. Twenty percent (20%) of space on official bulletin boards, other than those in troop unit areas, shall be made available to the Union for posting official Union bulletins. The Union agrees to have each Union item posted on a bulletin board authenticated by an elected Union official. Brochures and publications prepared by the Union at the national level are exempt from this requirement. Extraneous or non-Union materials will not be posted on bulletin board space made available to the Union without prior signature of an elected Union official.

SECTION 2. Space which will ensure privacy of conversations will be available for the purpose of discussions between an employee and his/her supervisor or between an employee and his/her representative.

SECTION 3. The Employers will neither promulgate nor maintain a rule which forbids employees from engaging in solicitation on behalf of the Union at the work place during their non-work time (break time is considered work time), providing there is no interference with the work of the Employers. Both Employers and Union recognize that accurate information will be disseminated in a timely manner without disruption of work. Therefore, the primary method of dissemination will be through the use of organization/central drop areas to be located in non-work areas. For those organizations with appropriate capabilities, the electronic bulletin board will be utilized. In specific non-routine cases, other means may be used with prior notification and coordination with the Commander/Director or his/her designee, for organizations which do not have adequate access to electronic means (e.g., bulletin boards, e-mail).

SECTION 4. The Union shall post the name, location, and telephone number of each officer/steward on Union space on official bulletin boards.

SECTION 5. Each new employee in the bargaining unit will be advised of the American Federation of Government Employees Dental Plan on the same basis as other approved employee health insurance plans. The Employers will distribute AFGE Dental Plan brochures in the same manner as brochures of other carriers. The Union will be notified when an employee signs up for any Union-sponsored dental program, normally within two (2) weeks.

SECTION 6. Management agrees to provide adequate facilities for membership drives at locations that will provide access to unit employees during lunch periods. Detailed arrangements will be negotiated at the local level, not to exceed six drives per year.

SECTION 7. The Employers agree to publish a listing of the telephone number(s) of the Union office in the Miscellaneous Section of the official telephone directory under "AFGE" and

“Union”. The Union is responsible for notifying the Employers of the number(s) and any changes thereto.

SECTION 8. Reserved parking spaces will be provided for the Union President and Executive Vice President in proximity to their assigned work areas. One reserved parking space will be provided at Raymond W. Bliss Army Community Hospital for the Union official.

SECTION 9. The Employers agree to provide facilities in accordance with AR 405-80, and utilities services in accordance with AR 420-41, for transaction of Union business. The Union agrees to provide proper measures of safety, sanitation, and security of facilities. Allocation of such facilities will be on a multi-use basis with other post activities. In the event space which may be allocated to the Union must be used for other purposes, the Union agrees to relinquish such space within thirty (30) calendar days after written notification by the Installation Commander.

SECTION 10. The Union will be allowed access to the greater Ft. Huachuca telephone service area on a non-reimbursable basis. The Union will be allowed access to the Ft. Huachuca FTS (Federal Telephone Service) on a reimbursable basis. Reimbursement will be for the cost of calls placed. A finance service fee will not be charged.

SECTION 11. The Employers agree to include in the installation weekly bulletin notice of Union meetings and events. A designated Union official will provide this information. In addition, the Employers agree to allow the Union to publish an article in every other edition of the Fort Huachuca Scout. All articles published must be factual, in good taste, non-derogatory towards the Employers or their officials, and subject to editorial review by the Public Affairs Officer.

SECTION 12. The Employers agree to provide copying services for employees and their Union representatives, for grievances, complaints, and appeals. This service is limited to five copies of documents prepared by the employees and their Union representatives, exclusive of published material and employee personnel records. Copies of records from an employee’s record files may be requested by the employee or his/her representative. Copying services will be furnished from within the employee’s organization.

SECTION 13. The Employers agree to provide listings showing names and organizations of Civil Service employees in the bargaining unit upon request of the Union, but not more frequently than annually. The Union agrees to reimburse the Employers for the actual cost of preparing such listings.

SECTION 14. The Employers agree to provide a single e-mail account for use by the Union. The account will be set up at a workstation within the Union facility and will be used for the purpose of conveying “official” Union business with the Employers. Communications must be factual, in good taste, and non-derogatory toward the Employers or their officials. Employers agree that the Union electronic bulletin board is available for disseminating information to employees. The e-mail account will be unilaterally terminated should conditions agreed upon in this section be violated.

ARTICLE 10

Union Representation

SECTION 1A. The Employer agrees to recognize AFGE officials, local officials of the Union, Union Stewards, and other authorized individuals designated by AFGE National Headquarters, in writing. The parties agree to permit participation of elected or appointed Union representatives in the collective bargaining process.

SECTION 1B. The parties recognize that the utilization of official time by the employee representatives in conduct of labor-management business contributes to the effectiveness and efficient conduct of public business by facilitating and encouraging the amicable settlement of disputes between employees and their Employers involving conditions of employment.

SECTION 2. The Employers agree to permit local, national, and district representatives of the Union to visit various locations on Ft. Huachuca, Arizona, subject to security and safety regulation. Arrangements will be made in advance through the Civilian Personnel Advisory Center (CPAC).

SECTION 3. The Employers agree to recognize the elected officers, stewards, and other duly appointed representatives of the Union, who are designated in writing to the CPAC.

SECTION 4. In the performance of Union duties and as employee representatives, the duly elected officers and designated stewards of the Union shall be protected in the exercise of their rights as provided under this Agreement and Chapter 71 of USC Title 5 without fear of penalty or reprisal.

SECTION 5. Elected or appointed officials of the Union will:

5.1 Consult with the representative of the Employers concerning matters covered in this Agreement;

5.2 Advise and encourage all employees in the bargaining unit to make a diligent and serious attempt to resolve issues at the lowest level of authority possible.

SECTION 6. Stewards will be distributed fairly and equitably within the operating organizations to assure that each employee in the bargaining unit has ready access to a steward.

SECTION 7. The Employers shall recognize the stewards certified by the Union. The Union will notify the CPAC, in writing, of designations of stewards and of the withdrawals of such designations.

SECTION 8. If the Union official is representing an employee in an element other than that of his/her own supervisor, he/she will request and obtain the permission of his/her immediate supervisor before leaving the office, advising him/her of his/her destination and when he/she

expects to return. Upon returning to his/her duty station, the Union official will check with his/her supervisor if possible.

SECTION 9. On arrival at the destination, the Union official will obtain permission to confer with the employee with the employee's immediate supervisor. Permission will not be unreasonably denied. Union representatives will guard against the use of excessive time in handling such responsibilities.

ARTICLE 11

Official Time

SECTION 1. Union officers and stewards will be allotted a combined total of 2750 hours of official time per calendar year. The President, Executive Vice President, Women's Coordinator, Secretary, Treasurer, and Chief Steward shall not use more than 800 hours per individual per calendar year. The President will be allowed an additional 200 hours for presidential representation duties. Other elected officers and stewards may use up to 20 hours per grievance. Hours required for exceptional circumstances (e.g., Commercial Activities Studies, RIFs, or negotiations), are not included in the total combined hours and may be requested by telephone, with follow-up justification in writing, to the Civilian Personnel Advisory Center (CPAC). If the total combined hours have been used by the Union due to abnormal circumstances, an increase may be requested in writing to the CPAC.

SECTION 2. The official time allotted by this Article will be prorated during the first and last year of this Agreement.

SECTION 3. Union officials (elected or designated, in writing) shall be granted the amount of official time which is counted as part of the total combined hours to perform representational duties. Representational duties include, but are not limited to, the following:

3.1 Represent bargaining unit employees in the negotiated grievance procedure and to assist employees in preparing and filing employee grievances, appeals, and third party cases such as DOL, MSPB, EEO, FLRA, and arbitrations.

3.2 Represents bargaining unit employees:

a. At formal discussions involving personnel practices, working conditions, or grievances between bargaining unit employees and management; or

b. When the employee reasonably believes that the examination may result in disciplinary action; and

c. When requested by the employee.

Note: The steward's non-availability will not delay the examination. Every effort will be made to locate an alternate steward. If an alternate steward is not available within two (2) hours from the requested meeting time, the examination will be conducted no later than close of business the following workday.

3.3 Represent employees in the formal disciplinary action.

3.4 Attend meetings or participate on committees established by Management for which the Union is an authorized representative.

3.5 Prepare and maintain records and reports required by National or Federal agencies such as the Department of Labor or the Internal Revenue Service.

3.6 Participate in negotiations (contracts).

3.7 All elected or designated union officials will be granted up to forty (40) hours per individual within a full calendar year to attend training and meetings (to include travel time) which are of mutual concern to the Employer and the Union, and which are necessary to perform representational functions. Requests for training will be submitted by the Union, in writing, to the Civilian Personnel Advisory Center (CPAC) for validation on an individual basis; validated requests will be forwarded to the supervisor for approval. These training hours are not chargeable to the combined total hours identified in Section 1 of this Article.

SECTION 4. Internal business of the Union shall be conducted during non-duty status.

ARTICLE 12

Voluntary Allotment for Payment of Dues

SECTION 1. The Employers will deduct dues from the pay of employees in the bargaining unit who voluntarily authorize such deductions, in accordance with applicable regulations.

SECTION 2. The Union is responsible for purchasing and distributing to its members the standard allotment form prescribed or AFGE Local Form 1187; certifying as to the amount of its dues, delivering completed forms to the payroll office through the Civilian Personnel Advisory Center (CPAC); and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form. The Union agrees to inform each of its members in the Unit of the voluntary nature of authorizing allotment of pay to cover dues and the prescribed procedures for authorizing the allotment.

SECTION 3. Deductions shall begin with the first pay period which begins after receipt of properly completed and signed SF 1187 or AFGE Form 1187 by the payroll office of the Employers. Changes in the amount shall be effective on the second pay period beginning after receipt of the notice of change by the payroll office of the Employers or at a later date designated by the Union. Changes in the amount of dues, excluding Dental Plan additions/changes, may not

be made more frequently than once each twelve months and must be certified by the Union President.

SECTION 4. An employee's voluntary allotment for payment of Union dues shall be terminated when the employee leaves the bargaining unit as a result of:

4.1 Resignation, retirement, transfer, or other separation from the rolls of the Employers;

4.2 Reassignment to a non-bargaining unit or promotion to supervisor position;

4.3 Other personnel action;

4.4 When the dues withholding arrangement between the Employers and the Union is suspended or terminated;

4.5 When the employee has been suspended or expelled from the Union;

4.6 Upon loss of exclusive recognition by the Union.

SECTION 5. The Union will immediately notify the CPAC when a member of the Union is expelled or ceases to be a member of the Union.

SECTION 6. An allotment for the deduction of an employee's Union dues may be revoked by the employee submitting a properly executed SF 1188 to the CPAC. The revocation will not be effective for a period of one year from the date the allotment was made. Thereafter, the revocation request must be received by the CPAC no earlier than 1 February and no later than the last working day of February. It will be effective the first full pay period in March. One copy of each SF 1188 or other written request for allotment revocation received by the CPAC will be furnished to the Union.

ARTICLE 13

Firefighter Personnel

SECTION 1. A normal productive day is between the hours of 0800 and 1600. Management reserves the right to schedule activities after 1600 as required or needed.

SECTION 2. The Employer and the Union agree that adequate job-oriented training should be provided to all firefighter personnel who are required to respond to situations covered by the Mutual Aid Agreement.

SECTION 3. It is understood and mutually agreed to by the parties that the practice of "Trading of Time" or "Trading of Kelly Days" among Unit employees will be permitted, provided that the following conditions are met:

- a. Personnel exchanging duties have the particular abilities necessary to perform each others' duties.
- b. A record of all trading is maintained by the Employer.
- c. An employee who exchanges duty time must be fit for duty when reporting to work.

SECTION 4. A complete turnover of responsibilities shall be made between the off-going and on-coming employees at that time. The officer(s) in charge of the station(s) shall be notified of the change. The change must be approved by the officer(s).

SECTION 5. When an employee accumulates twelve (12) shifts of experience one (1) month on details to a different position or higher-level skills, within a twelve (12) month period, the employee will initiate an appropriate form to be signed off by the supervisor.

SECTION 6. The following pertains to firefighter employees occupying positions requiring Emergency Medical Technician (EMT) certification:

6.1 The Employer agrees to pay for class enrollment for the EMT Course for firefighters occupying positions requiring EMT certification and who, at the time this Agreement is signed, do not possess EMT certification. If an employee fails to complete the course satisfactorily, the employee will be required to retake the course. The Employer may assign the employee to a firefighter position not requiring EMT certification.

6.2 Employees who, at the time this Agreement is signed, do possess EMT certification, and who subsequently lose that certification, may be assigned to a firefighter position not requiring EMT certification

6.3 The conditions set forth in Section 6.1 and Section 6.2 above apply only to firefighter employees who are employed at Fort Huachuca as firefighters as of February 28, 1996. Firefighter employees hired after that date into positions requiring EMT certification must retain that certification as a condition of employment. Subsequent loss of certification will be subject to appropriate action for failure to maintain a condition of employment.

ARTICLE 14

Discipline and Adverse Actions

SECTION 1. Disciplinary actions under this Article include verbal or written reprimands, suspensions, demotions, or removals taken for disciplinary reasons. This Article does not apply to performance-based actions taken under 5 USC Chapter 43.

SECTION 2. Disciplinary action is a responsibility of the Employer. Disciplinary actions must be based on just and sufficient cause, with emphasis on sound employee-management relations. The Employer recognizes that the prime objective of disciplinary action is generally

rehabilitation. Discipline and adverse actions, when applied, will be in accordance with law, rule, regulation, and this Agreement.

SECTION 3. When supervisors counsel employees regarding deficiencies in performance or conduct, if possible, it will be done in a private area so as to minimize any personal embarrassment to the affected employee.

SECTION 4. The Employer agrees that disciplinary actions will be processed in a timely manner and taken for such cause as will promote the efficiency of the Federal service.

SECTION 5. Disciplinary action will be administered against offending employees for corrective or punitive reasons depending upon the nature of the misconduct. Corrective disciplinary actions will normally be progressive.

SECTION 6. The Employer agrees that supervisors will refer to the Table of Penalties for various offenses before deciding the appropriate penalty in a disciplinary action, and such actions will be administered in accordance with appropriate Douglas Factors (See Appendix A for Douglas Factors). The Employer agrees to the following:

a. A notice of proposed action will be provided for disciplinary actions consisting of a suspension, demotion, or removal.

b. Notices of proposed action will include all required information and state the specific reason(s) for the action.

c. Except where there is justifiable cause to provide less time, the employee will be provided ten (10) calendar days to respond verbally and/or in writing to a notice of proposed action. Appropriate extensions may be afforded when requested. Bargaining unit employees working for DISA will use DISA timeframes.

d. Employees will be notified of their rights, to include their right to Union representation and their right to grieve, in accordance with applicable laws and regulations. The Employer also agrees to include in decision letters a statement that future incidents of misconduct may result in more severe discipline, up to and including removal from the Federal service.

e. When a notice of proposed action is provided, the Employer will issue a final decision within a reasonable time after the employee's response or from the expiration of the time allowed for response.

SECTION 7. All employees are expected to obey lawful orders. Failure to do so may result in disciplinary or adverse action.

ARTICLE 15

Matters Appropriate for Consultation or Negotiation

SECTION 1. The Employers shall consult and/or negotiate with the Union on the provisions of this Agreement and upon matters relating to personnel policies and working conditions which are within administrative discretion. The obligation to confer with the Union does not include matters within the purview of Article 5 (Employer Rights).

SECTION 2. The Employers agree that notification of intent to change personnel policy or procedures will be given in writing to the Union ten (10) working days in advance of the proposed date of implementation. The Union agrees to respond in writing no later than five (5) working days from receipt of notification. These time limits may be extended by mutual agreement. If no response is received from the Union within the timeframe, the proposed change will be considered to be acceptable to the Union.

ARTICLE 16

Application of Negotiated Grievance Procedure

SECTION 1. The purpose of this Negotiated Grievance Procedure is to provide the method for prompt and equitable settlement of grievances.

SECTION 2. The Employers and the Union recognize and endorse the importance of resolving grievances in a timely manner at the lowest possible level.

SECTION 3. The following definitions are mutually agreed to by the parties and are not subject to further interpretation.

3.1 Employee. An individual employed within the bargaining unit identified in Article 1 (Recognition and Parties to the Agreement), Section 2; or whose employment in the bargaining unit has ceased because of any unfair labor practice under the Act and who has not obtained any other regular and substantially equivalent employment, as determined under regulations prescribed by the Federal Labor Relations Authority. Temporary employees, limited term appointment employees, on-call employees, re-employed annuitants, and probationary employees shall be covered under this procedure except for those grievances concerning retention.

3.2 Employer. The Commander/Director of each organization as set forth in Article 1 (Recognition and Parties to this Agreement); the duly appointed authorities of the respective organizations for the purpose of the efficient and economical accomplishment of their assigned missions by all lawful and proper means.

3.3 Grievance. A grievance is defined as a dispute, difference, disagreement, or complaint by any employee concerning a matter relating to the employment of the employee and

which falls within the authority of the Employer to resolve; by the Union concerning any matter relating to the employment of any employee; or by any employee, the Union, or the Employer concerning:

a. The effect or interpretation or a claim of breach of this collective bargaining agreement except those stated in Section 4 of this Article.

b. Any claimed violation, misinterpretation, misapplication of any law, rule, or regulation affecting conditions of employment.

3.4 Management Official. An individual employed by one of the organizations identified in Article 1 (Recognition and Parties to the Agreement), Section 3, in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the organization.

3.5 Supervisor. An individual employed by an organization identified in Article 1 (Recognition and Parties to the Agreement), Section 3, having authority in the interest of the organization to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgement. With respect to any unit which includes firefighters, the term supervisor includes only those individuals who devote a preponderance of their employment time to exercising such authority.

3.6 Union. The American Federation of Government Employees, Local 1662, a lawful organization of a kind in which employees participate and, which exists for the purpose, in whole or in part, of dealing with activities concerning grievances, personnel policies and practices, or the matters affecting the working conditions of employees in the bargaining unit except those matters stated in Section 4 of this Article.

SECTION 4. This procedure is the exclusive procedure for resolving grievances in the bargaining unit that fall within the coverage of this Agreement except:

4.1 Any claimed violation of Subchapter III of Chapter 73 of the Act (relating to prohibited political practices);

4.2 Retirement, life insurance, or health insurance;

4.3 Specific suspensions or removals as defined in the Act;

4.4 Any examination, certification, or appointment;

4.5 The classification of any position;

4.6 All grievances involving discrimination (refer to Section 15 of this Article);

4.7 Issues concerning Employer rights as set forth in Article 5;

4.8 Issues concerning Union rights as set forth in Article 8.

SECTION 5. Grievances will not be solicited by either party. The Union will provide written notification to the Civilian Personnel Advisory Center (CPAC) of all formal grievances concurrent with presentation to the supervisor/management official.

SECTION 6. The Negotiated Grievance Procedure will contain no more than three (3) steps, with the last step being the Commander/Director of each organization set forth in Article 1 (Recognition and Parties to the Agreement). Normally, grievances will be resolved with the immediate supervisor before going to Step 1 of the grievance procedure. Every effort will be made to include at least two (2) steps.

SECTION 7. This section states the Negotiated Grievance Procedure to be followed as mutually agreed to by the parties. In the event a decision is not rendered within the time limits prescribed, the procedure may be advanced to the next step by the grievant.

Step 1. The grievance shall first be addressed by the grievant (and representative if he/she elects to have one) in writing. The grievance must be initiated within fifteen (15) working days of the day the incident occurred that gave rise to the grievance or within fifteen (15) working days of the day the grievant should have reasonably been expected to be aware of the incident that gave rise to the grievance. Grievances over ongoing matters can be grieved at any time. The grievance shall be presented to the supervisor, using the mutually agreed upon form supplied by the Employers. If the grievance is against the first-line supervisor, the grievance may be presented to the second-line supervisor as Step 1 of the grievance procedure. The appropriate supervisor shall render a decision by completing the form within three (3) working days from receipt of grievance.

Step 2. If the decision at Step 1 is not satisfactory, the aggrieved party or the aggrieved party and the Union representative will be given the opportunity to present the grievance in writing within five (5) working days after completion of Step 1 to the chief of the major organizational element below the Commander/Director (e.g., ASC-G3, MEDDAC DCCS or DCN, DOC, etc.). The management official involved will meet the aggrieved party or the aggrieved party and the Union representative. The management official will give the employee and representative his/her written decision within five (5) working days after the receipt of the grievance. A grievance concerning a Reduction-in Force action shall begin at this step as indicated in Article 6 (Employee Rights), Section 6.

Step 3. If the written decision at Step 2 is not satisfactory, the grievance from Step 2 may be forwarded within five (5) working days from the date of receipt of Step 2 decision, by the aggrieved party or the aggrieved party and the Union representative, to the Commander/Director having authority to resolve the dispute. The appropriate Commander/Director shall render a decision in writing within ten (10) working days following the receipt of the written grievance.

SECTION 8. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Most grievances can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Prior to entering the process or at any time during the process either party may request alternate dispute resolution except for RIF action. The filing of a grievance shall not be construed as reflecting unfavorably on an employee. All employees will be treated fairly and equitably in all aspects relating to this Article. The Employer agrees that employees will be authorized a reasonable amount of duty time to prepare grievances, meet with a representative, and present grievances to management. Normally, this will not exceed eight (8) hours per grievance.

SECTION 9. If the grievance is not satisfactorily settled in accordance with the above procedure, the Union and the Employers may refer the matter to arbitration, in accordance with Article 17, within 30 calendar days after the Step 3 decision is received.

SECTION 10. At any one of the Steps 1, 2, or 3 of a grievance, the Employer or the aggrieved party and the Union representative of the employee, if any, shall have the right to call a reasonable and necessary number of witnesses. Witnesses who are employed at Fort Huachuca shall suffer no loss of pay or leave for reasonable and necessary amounts of time spent in attendance at meetings regarding the grievance. Either party may delay proceedings by giving written notice as to the temporary nonavailability of a necessary witness. If witnesses who are not employed by Fort Huachuca are called, it shall be the responsibility of the party calling such witnesses to arrange and pay all costs involving such witnesses. If the Employer is calling additional parties/witnesses/written statements, the employee/Union has the right to do the same. The parties will assure that the necessary releases are obtained from the appropriate individuals or authorities before introducing information or documents which would violate the Privacy Act, Military Security Regulations, or which are privileged under the Freedom of Information Act.

SECTION 11. Extension of time at any step in the Negotiated Grievance Procedure may be granted when requested by either party, in writing, to the other party, with a copy provided to the CPAC concurrently.

SECTION 12. In the event the aggrieved employee does not elect Union representation, the Union shall be permitted to have its representative present at formal meetings as defined in Article 8 (Union rights). However, the Union representative cannot disrupt the meetings.

SECTION 13. A grievance concerning any interpretation of a provision of this Agreement may be initiated at any time by the Union/Employers.

SECTION 14. Questions as to the interpretation of published agency policies or regulations, provisions of law, or regulations of appropriate authorities outside the agency shall not be subject to the Negotiated Grievance Procedure regardless of whether such policies, laws, or regulations are quoted, cited, or otherwise incorporated or referenced in this Agreement.

SECTION 15. Questions that cannot be resolved by the Employers and the Union, as to whether a grievance is subject to the Negotiated Grievance Procedure in the Agreement, may be referred to the appropriate section of HQ, Department of the Army or Defense Information

Systems Agency for decision, if the disagreement is construed by either party to be a matter of agency regulation. Other issues of grievability/arbitrability will be decided by an arbitrator in accordance with Article 17 (Arbitration), subject to filing an exception to the Federal Labor Relations Authority on limited grounds applying to arbitration awards.

SECTION 16. Grievances concerning discrimination shall not be considered under this procedure. Combined grievances, once filed, will be held in abeyance until the discrimination portion has been settled or removed from the grievance.

SECTION 17. Nothing in this Agreement shall preclude an employee or group of employees from presenting grievances informally and directly to the appropriate level of management for adjustment without interference or intervention of the Union. Such adjustments will be consistent with this Agreement. When an employee or a group of employees chooses to personally present a grievance, the Union will be given the opportunity to be represented at, but may not participate in, formal discussions and adjustments.

SECTION 18. At any step of the grievance procedure, any party, including the Employer, may request a copy of all records and documents relevant to the grievance. These records and documents shall be provided to the extent permissible under law and existing regulations.

SECTION 19. In the case of a common grievance when issues and remedial requests are the same involving a group of employees, one (1) employee's grievance shall be selected by the Union from among those filed for processing. In the event the person whose grievance was selected as representing the group has transferred from the bargaining unit, the grievance will go forward as representative of the group. All decisions for that grievance will be binding on other grievances arising out of the same issue.

SECTION 20. Grievances initiated by an employee or group of employees in the bargaining unit on matters other than interpretation or application of this Agreement may be presented under any procedure available for the purpose.

SECTION 21. This section states the procedure to be followed when a dispute develops between the Union and the Employers regarding the coverage or interpretation of this Agreement. In the event the decision is not rendered within the time limits prescribed, the procedure may be advanced to the next step by the grievant.

Step 1. Within five (5) working days, after notification by the other party, the President of the Union (or other designated Union official) and the CPAC representative will confer, seeking to reach a satisfactory solution to the dispute. If a resolution cannot be achieved, the dispute will proceed to Step 2.

Step 2. The dissatisfied party will set forth its position in writing and submit same, within five (5) working days of the completion of Step 1 above, to the other party for decision. A written decision will be rendered within five (5) working days unless the parties mutually agree to an extension of time.

Step 3. If the Employer and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, upon written request by either the Employer or the Union within thirty (30) calendar days after issuance of the final decision shall be submitted to arbitration.

ARTICLE 17

Arbitration

SECTION 1. This procedure provides for the arbitration of an unresolved grievance processed under the Negotiated Grievance Procedure of this Agreement. Arbitration may be invoked only by the Employers, or by the Union on behalf of employees in the bargaining unit. Individual employees or groups of employees cannot invoke arbitration in their own behalf at any time.

SECTION 2. Matters not subject to arbitration are:

2.1 Actions taken by the Employers in connection with a state of emergency or military alerts;

2.2 Issues concerning budgets and allocation of funds;

2.3 Actions taken by the Employers pursuant to applicable regulations;

2.4 Actions taken by the Employers in security matters;

2.5 Issues concerning Employer rights as set forth in Article 5;

2.6 Civilian Performance Plans (Standards) unless contrary to applicable laws, rules, or regulations;

2.7 Matters which do not fall within the coverage of this Agreement;

2.8 Adverse actions being appealed to the Merit Systems Protection Board.

SECTION 3. The Parties will assure that the necessary releases are obtained from the appropriate individuals or authorities before introducing information or documents into arbitration hearings which would violate the Privacy Act or Military Security Regulations, or which are privileged under the Freedom of Information Act.

SECTION 4. In the event an Employer and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, either party may submit a request for arbitration, upon notification to the other party, within thirty (30) calendar days after the issuance of the Employer's or the Union's final decision. Interpretation of published Department of Defense or higher authority regulations, placed thereon by the heads of such organizations or the proponents of such regulations, shall be binding upon the arbitrator.

SECTION 5. Within five (5) working days from the date of request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons from the southwestern United States area qualified to act as arbitrators. When either party refuses to join in such a request, the other party may proceed. The moving party will initiate and sign the required FMCS form and forward it to the opposing party. The moving party shall be responsible for paying the fee required by the FMCS for providing a panel of arbitrators, which should accompany FMCS Form R-43. The respondent shall sign the form and forward it and the FMCS fee to the FMCS within ten (10) calendar days of receiving the form. The moving party will be responsible for contacting, or meeting with, the opposing party within five (5) working days after receipt of such list of arbitrators. If they cannot agree upon one of the listed arbitrators, then the parties will each strike one arbitrator's name from the list of seven (7) and will then repeat this procedure until only one arbitrator's name remains who shall be the parties' duly selected arbitrator. The moving party shall have the option to either strike first, or offer that opportunity to the opposing party. If either party declines to participate in the selection, the FMCS shall be empowered to select the arbitrator.

SECTION 6. Representatives of the Employers and the Union shall meet not less than fifteen (15) working days prior to the date for an arbitration hearing. The issue or question to be arbitrated will be framed at the meeting and put into writing and signed by all parties. Only the issues raised during the grievance procedure will be considered at the pre-arbitration meeting. The representatives shall exchange the names of witnesses and identified exhibits to be used at the arbitration hearing. Information not previously supplied or relied upon during the grievance procedure will be presented, to include formal written reports, names, and a summary of testimony of witnesses whose testimony is to be relied upon for the first time in arbitration. Prior to interviewing an adverse witness, the interviewing party shall notify the other party, in writing, at least three (3) working days prior to the time of the interview. The notice shall contain the name of the witness to be interviewed and the date, time, and place of such interview. The other party or representative shall have the opportunity to be present at the interview.

SECTION 7. Arbitration hearings shall be held on Fort Huachuca, or other places as mutually agreed to by the parties, during regular day shift hours of the basic workweek. The arbitration hearing shall be limited to the issues framed, witnesses disclosed, and exhibits identified in writing at the pre-arbitration meeting. Grievants, their representatives, and witnesses who are employed at Fort Huachuca, shall be in a pay status without charge to leave while participating in arbitration proceedings (Reference Article 33 (Overtime), SECTION 14). If shift changes for night shift employees are necessary for arbitration hearings, the Employers will make appropriate arrangements. Provisions of applicable regulations for changes in tours of duty will not apply. Reasonable time during working hours will be granted Union officials for arbitration preparation to include, but not limited to, interviewing witnesses. Pay for employees required to be present for arbitration hearings (including overtime and differential pay) will be in accordance with Civilian Pay regulations. Time will be provided for lunch, a fifteen (15) minute break every two (2) hours, and dinner if the case continues past normal duty hours.

SECTION 8. The arbitrator will be requested to render the decision as quickly as possible, but not later than thirty (30) calendar days after the conclusion of the hearing.

SECTION 9. The arbitrator's award will be binding on the parties. However, it is agreed and understood that either party may file an exception to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

SECTION 10. The fees and expenses of each selected arbitrator shall be borne equally by the Employers and the Union, except that the cost for the arbitrator's travel and per diem shall not exceed the maximum payable to Government employees for temporary duty at Fort Huachuca under governing travel regulations. Each party shall pay its share of each arbitrator's fee and expenses directly and promptly to the arbitrator.

SECTION 11. No public disclosure other than to governmental or Union representative will be made prior to final arbitration award, except by mutual consent of the Employers and the Union.

SECTION 12. All time limits in this Article may be extended by mutual consent of the Employers and the Union.

ARTICLE 18

Alternate Dispute Resolution

SECTION 1. The Employer and the Union are committed to the use of Alternate Dispute Resolution (ADR) problem-solving methods to foster a good labor/management relationship. Union and Management at all levels should be committed to the use of ADR problem-solving methods as a valuable means to resolve disputed matters. ADR is an informal process which seeks early resolution of employee(s), Union, and Management disputes. Any ADR process must be jointly designed by Union and Management. ADR should be effective, timely, and efficient. It should focus on conflict resolution and problem-solving, and foster a cooperative labor and management relationship. Participation in the ADR process must be voluntary on both parties. The parties have the responsibility of informing employees and management officials of the ADR option to resolve disputes. ADR should be undertaken in good faith and not circumscribed by formal rules and regulations. ADR agreements must state the objectives of all parties, as well as a commitment from all parties to resolve their disputes in a non-adversarial environment.

ARTICLE 19

Complaints

SECTION 1. Before registering a complaint or charge, including unfair labor practices against the Employers, with anyone outside the bargaining unit, the Union agrees to provide the Employers an opportunity to resolve the conditions which generated the complaint or charge. In administering this Article, the Union will notify the Civilian Personnel Advisory Center (CPAC),

in all cases and in writing, of its intent to register such complaints or charges. Normally, such notification will be given thirty (30) days in advance.

SECTION 2. The Employers agree to refrain from registering any complaint, including unfair labor practices, against the Union, with anyone outside the bargaining unit without first registering such complaint with the Union.

ARTICLE 20

Promotions

SECTION 1. The parties agree that merit promotion actions will be taken in accordance with appropriate plans or regulations of the servicing civilian personnel office.

ARTICLE 21

Details

SECTION 1. A detail is a temporary assignment of an employee to a different position or to a different set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail. All details will be made in accordance with Office of Personnel Management (OPM), Department of Defense (DoD), and other applicable regulations.

SECTION 2. Details to unestablished positions, including time limitations, will be processed as defined in the Federal Personnel Manual and other appropriate DoD regulations.

SECTION 3. It is agreed that, when an employee in the bargaining unit is detailed to any position, he/she shall be provided appropriate orientation and/or training for the assignment and specific duties/tasks in sufficient detail of the temporary assignment for details greater than thirty (30) days.

ARTICLE 22

Reduction in Force

SECTION 1. The Employers shall administer employee entitlements under Reduction in Force (RIF). At no time will an employee's RIF rights be denied.

SECTION 2. The Employers agree to notify the Union of any officially approved RIF as far in advance of notification to affected employees as is possible. The Employer agrees to provide the following information:

- a. The reason for the reduction in force

- b. The competitive area affected
- c. The number of positions eliminated
- d. Anticipated effective date of the action
- e. Any additional information relevant to the RIF (e.g., actions planned to minimize impact).

The Union will be allowed to present at group meetings held for the purpose of informing employees of proposed reductions. The Employers will consult with the Union on efforts to minimize adverse effects on employees.

SECTION 3. In the event of a RIF, the Employers and the Union will coordinate to provide full disclosure of employee entitlements.

SECTION 4. In the event of a RIF, partner activities will be encouraged to use existing vacancies to place employees in continuing positions in order to minimize the RIF actions and reduce separations.

SECTION 5. Any employee receiving a specific RIF notice and/or their Union representative, upon request, may review all relevant retention registers, and any records pertaining to the employee's individual action.

ARTICLE 23

Commercial Activities

SECTION 1. Nothing in this Agreement shall affect the authority of any management official of any Employer, in accordance with applicable laws, to make determinations with respect to contracting out. The Employers have an obligation to inform first the Union and then the employees of actions that may affect them individually or severally. Upon notification of the requirement to conduct Commercial Activities (CA) studies, the Employers will solicit Union input concerning potential areas to be studied. Union input will be given consideration equal to that of other parties in determining the areas to be studied. The Employers agree to meet this obligation in a timely manner, consistent with their requirement to first notify Congress as prescribed by executive and departmental level requirements of the Commercial Activities Program.

SECTION 2. The parties hereto recognize that the Union has a vested interest in retaining work in-house, consistent with accomplishing that work in the most efficient and cost-effective manner and within resource constraints.

SECTION 3. The Employer agrees to inform the Union of any proposed CA reviews for which they have proponency or knowledge of which may result in the contracting out of work and the elimination of bargaining unit positions. The Employer will provide the Union with milestone schedules, Requests for Proposals, and Invitations for Bid which do not interfere with the internal deliberation process for all CA reviews which impact on bargaining unit positions. The Employer will provide the Union with an opportunity to review and comment on proposed Performance Work Statements (PWS) and Most Efficient Organization (MEO).

SECTION 4. To enable the Union to maintain its information program for the employees, the Employers will provide the Union copies of:

- | | |
|---|--|
| 4.1 Standard Form 98, Request Wage Determination and its attachments (less any reference to numbers of personnel) | When requested by procurement |
| 4.2 The wage determination issued by Department of Labor, to include amendments or additions | When issued by Department of Labor |
| 4.3 The Performance Work Statement and amendments thereto | Upon issuance of solicitation by procurement |
| 4.4 The Most Effective Organization (MEO) | Upon public review period |
| 4.5 The comparative cost analysis with the in-house cost estimate developed by the government | Upon issuance of initial decision |
| 4.6 The notice to contractors listing the government employees displaced and eligible for work under the “Right of First Refusal” contract provision | Upon issuance of said orders |

SECTION 5. The Union recognizes that statements of work and other acquisition information to which it has been granted access may be considered procurement sensitive by the Employers, and that the release of such information to outside parties or contractors would be detrimental not only to the Employers but to the employees as well. The Employers and the Union must ensure that confidentiality of contract bid and the in-house cost estimate will be maintained. The

Employers reserve the right to limit or deny the Union access to such information prior to the times specified in Section 4 above.

SECTION 6. The Employers agree to provide each affected employee a copy of his/her Profile Sheet which is furnished to the contractor to facilitate determination of employability. The Employers further agree to provide to each referred employee who is denied employment by the contractor a copy of the contractor's documented record for not employing that person, if the contractor provides the record and concurs in furnishing it to the employee.

SECTION 7. On a continuing basis, the Union shall be furnished all modifications to all Commercial Activity Program contracts, provided, however, that the Union shall be furnished only such information contained in the modification that would be releasable under the Freedom of Information Act.

ARTICLE 24

Job Classification

SECTION 1. Any employee in the bargaining unit may designate any representative, which may include a Union representative, to represent him/her when the employee believes that his/her position is improperly classified and has initiated a complaint. Consultation may be arranged for the employee by the supervisor as necessary, with representatives of the appropriate Civilian Personnel Office (CPO) and/or the employee's representative, in an effort to resolve the employee's dissatisfaction concerning the classification of the position.

SECTION 2. When the employee's dissatisfaction cannot be locally resolved, the employee will be informed by the supervisor or the servicing CPO as to the grievance and appeal channels that are available.

ARTICLE 25

Environmental and Hazard Differential

SECTION 1. The parties agree to follow guidelines contained in applicable federal and state regulations on environmental differential pay for irregular or intermittent duty involving physical hardship or hazard.

SECTION 2. Authorization to make payment of, and the limitations on uses of, environmental or hazardous differential pay are clearly defined in 5 CFR 550, Subpart A, 5 CFR 532, Subpart A, and 5 USC Chapter 55, its supplements and appendices, and will be adhered to by the Employers and the Union.

SECTION 3. When the Union considers that a work situation warrants coverage under payable categories described in applicable regulation, the Civilian Personnel Advisory Center (CPAC) will be notified. Notification will include: title and location of the position(s); the nature of exposure defining clearly the performance of irregular or intermittent hazardous duty or duty involving physical hardships as defined in applicable guidelines as stated in Section 1 of this Article.

SECTION 4. The employee shall be afforded the opportunity to submit recommendations to the Employers or to the Union on various degrees of hazardous work, physical hardship, and working conditions of an unusual nature concerning environmental and hazardous differential pay.

SECTION 5. When the Union or the Employers identify a need to establish additional payable categories, either party will notify the other party. The parties will meet within fifteen (15) calendar days for the purpose of developing a joint request to establish the new category. If the parties cannot agree upon a joint request, either or both may send individual requests through appropriate channels.

ARTICLE 26

Wage Surveys

SECTION 1. The Employers shall promptly notify the Union of the receipt of a notice authorizing a wage survey prior to issuing an installation-wide notice of the impending wage survey.

SECTION 2. The Employers shall notify the Union of the organizational meeting of the Local Wage Survey Committee and invite a Union representative to participate in the meeting.

SECTION 3. One (1) Union representative or an alternate representative may appear before the Local Wage Survey Committee to make a presentation on behalf of the Union.

SECTION 4. The Union shall nominate employees to serve as data collectors when nominations are requested by the Local Wage Survey Committee.

SECTION 5. The Union representative on the Local Wage Survey Committee and data collectors shall be on duty status while participating in the Local Wage Survey.

SECTION 6. The Union representative who appears before the Local Wage Survey Committee will be authorized official time for the duration of the survey.

ARTICLE 27

Injury or Disability Compensation (Workers' Compensation)

SECTION 1. The appropriate civilian personnel office is the designated official responsible for orienting the Union, employees, supervisors, and operating officials in Workers' Compensation benefits and requirements, counseling individual employees on their specific cases, and receiving and processing all reports of injury or death claims for compensation, and other related documents, for submission to the Office of Workers' Compensation Program.

SECTION 2. Employees will report all on-the-job injuries to the immediate supervisor as soon as possible. If employees are unable to complete the required forms, the supervisor is responsible for all submissions within the required timeframes. The employee can designate a representative to monitor the case. Employees may seek Union assistance to ensure that return-to-work restrictions are followed. The following forms must be completed to be sure any compensation claims for traumatic injuries or occupational disease will be accepted.

FORMS SUBMITTED	WHEN	BY WHOM
1. CA-16 (Authorization for Examination and/or Treatment)	1 working day	Employee/ Supervisor
2. CA-1 (Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation)	2 working days	Employee/ Supervisor
or		
CA-2 (Notice of Occupational Disease and Claim for Compensation)	2 working days	Employee/ Supervisor
3. Daily Work/Leave Breakdown	Daily	Employee/ Supervisor
4. CA-17 (Duty Status Report)	Monthly	Part A – Supv Part B – Physician
5. CA-7 (Claim for Compensation)	30 calendar days into COP*	Employee/ Supervisor
6. CA-20 (Attending Physician's Report) (part of CA-7)	30 calendar days into COP*	Physician

* Continuation of Pay

At this point, the employee recovers and returns to work or continues on Workers' Compensation by filing a CA-7 (Claim for Compensation). If the employee has returned to work and the injury/sickness has a recurrence, the employee must file a CA-2a (Notice of Recurrence).

SECTION 3. It is imperative that employees keep copies of all paperwork pertaining to injury or disease with documentation showing the date of submission.

SECTION 4. The list of forms in Section 2 of this Article does not include all forms which may be necessary. For further information, contact the appropriate civilian personnel office or the Union.

ARTICLE 28

Employee Personnel File

SECTION 1. It is agreed that employees may, upon proper request, see the unrestricted contents of their Official Personnel Folders. Employees may comment on any material considered to be unfavorable and request corrective action on any discrepancy.

SECTION 2. Unfavorable information will not be kept in the employee record maintained by the supervisor without signed and dated acknowledgement by the employee. If the employee refuses to sign/acknowledge, the supervisor will state so in writing. The employee will be offered a copy of any document supporting such entry. Any such entry made under this section will be destroyed within one (1) year after the date of entry, unless a proposed disciplinary or adverse action has been initiated.

ARTICLE 29

Performance Management

SECTION 1. It is agreed that the Employers have the right to determine job elements and performance standards as described in applicable DoD regulations. The Union can challenge a performance standard if contrary to applicable laws, rules, or regulations.

SECTION 2. Identification of job elements and content of performance standards may not be grieved under the Negotiated Grievance Procedure unless contrary to applicable laws, rules, or regulations.

SECTION 3. Employees may grieve performance appraisals or other aspects of the performance appraisal process under the procedure of Article 16 of this Agreement (Application of the Negotiated Grievance Procedure).

SECTION 4. The Union and the Employers jointly recognize the importance of employee participation in establishing fair, realistic, and equitable performance requirements. Employees will be requested and encouraged to participate in the process. Employees who are not afforded the opportunity to participate may grieve the matter.

SECTION 5. It is recognized that the Union has the right to negotiate procedures to be followed in determining and implementing performance standards. Employees are rated under the rating system as defined in the applicable DoD regulations.

SECTION 6. The procedure to be followed in determining performance standards is agreed to by the parties and described below. Extensions to the time frames specified below may be granted in unusual circumstances such as when the supervisor or employee is on leave or TDY. Major job elements and performance standards must be based on duties assigned to the employee as defined in applicable DoD regulations.

6.1 Informal discussions concerning performance standards between the employee and supervisor are considered to be a normal part of the supervisor/employee relationship and are to be carried out on a regular basis. (Formal discussions will be documented.) These informal discussions should be as often as either good or bad performance warrants.

6.2 No later than thirty (30) calendar days after the beginning of the appraisal period, the supervisor and employee will meet to develop a proposed performance plan for the employee.

6.3 The Union has the right, at the request of the employee, to be present at formal discussions between supervisors and employees relating to the implementation of the performance plan.

ARTICLE 30

Incentive Awards

SECTION 1. The Employers agree to administer the Incentive Awards Program as required by applicable DoD regulations.

SECTION 2. The Employers agree to have a voting Union representative on the Incentive Awards Committee.

ARTICLE 31

Employee Training

SECTION 1. The Union recognizes that it is the Employers' and employees' responsibility for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties. The Employer will provide and plan for training and development within

available resources. When a need is determined by the Employer, training may involve cross-training, on-the-job training, training relative to new materials, equipment, or technology, and resident and non-resident courses available in Government and non-Government activities. Such opportunities, including attendance at Government expense, will be available to employees on a fair and equitable basis.

SECTION 2. Employers will make reasonable efforts to provide guidance and assistance to ensure employees receive appropriate training to accomplish the mission or new job requirements/assignments.

SECTION 3. Both parties recognize that the education, advancement, and training of employees are matters of primary importance. Payment of training costs or reimbursement of costs to employees for approved training will be made in accordance with applicable laws, regulations, and this Agreement.

SECTION 4. The Employer agrees to provide orientation and required training to all employees newly assigned to different position/duties. Additionally, employees will be provided with training necessitated by the Employer's introduction of changes to the methods and means of accomplishing its work.

SECTION 5. All employees are entitled to apply for Government and non-Government training they deem essential to improve their skills by submitting requests for training to their supervisor. Employees will be furnished with a determination as to the disposition of each training request.

SECTION 6. Employees scheduled to attend formal training will adjust their work schedule to comply with the schedule of the training.

SECTION 7. Employees may request an explanation from their supervisor when their request for tuition assistance or self-development training is denied.

SECTION 8. Management will provide handicapped employees full consideration for all training opportunities. Once an employee is selected for training, Management will provide reasonable accommodations to the employee to attend and complete the training.

ARTICLE 32

Hours of Work

SECTION 1. Normally the basic workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday with flexible start times, but must include the core hours of 0900 through 1500, with prescribed lunch periods ranging from 30-60 minutes in length.

SECTION 2. Tours of duty other than the basic workweek may be established in accordance with laws and regulations. When it is necessary to provide six (6) or seven (7) day coverage of a

particular activity, all employees, including those on rotating shifts, will be given equal treatment with respect to Saturdays and Sundays off-duty.

2.1 Normally employees will be given a two (2) week notice before changing the tour of duty. The Employer reserves the right to change tours of duty with less than two (2) weeks notice only when approved by higher level management. The reasons for the change will be explained to the employee.

2.2 Alternate Work Schedules (AWS): It is understood the Employer is authorized by law and regulation to establish AWS. The Union will be notified of the intent to establish an AWS prior to implementation. The Employer will notify the Union of its tentative decision to terminate or change the existing AWS prior to taking any action.

SECTION 3. Firefighters' tour of duty will conform to applicable DoD instruction.

SECTION 4. Applies to MEDDAC employees only:

4.1 Unit work schedules (tours of duty) should be prepared and posted each Wednesday, three (3) weeks in advance.

4.2 An unofficial proposed fourth-week work schedule (tour of duty) of nursing sections is to be prepared for planning purposes.

4.3 Employers should take the employee's health, safety, and efficiency regarding patient care into consideration when scheduling employee's hours of work. Twelve (12) hour shifts and eight (8) hour shifts should normally only total eighty (80) hours per pay period. Whenever possible, days off will not be split unless it results in three (3) consecutive days off during the pay period. Employees working in excess of eighty (80) hours a pay period will be given a choice of compensatory time or overtime pay. Compensatory time will not be mandatory, except as provided by the Fair Labor Standards Act (FLSA).

4.4 Management will attempt to schedule duty days on the same days as scheduled committee meetings and training.

SECTION 5. With prior written approval of the supervisor, firefighters shall have the right to exchange workdays on a time-for-time basis when the employees involved agree. Employees shall request the exchange in days not less than two (2) weeks prior to the day of the exchange.

SECTION 6. Personal cleanup time should be allowed employees engaged in dirty or contaminated work that creates a need to remove dirt or contamination from his/her person in accordance with Occupational Safety and Health Administration (OSHA) regulations.

SECTION 7. Employees on each shift shall be allowed two (2) paid fifteen (15) minute rest periods at the current work vicinity, one (1) during the first half and one (1) during the last half of each shift. Smoking breaks may only be taken in lieu of the rest periods. The rest periods may not be used to extend the lunch period or to modify the starting or ending of each day.

SECTION 8. Transfers and change in shifts and details will not be accomplished for the purpose of rendering a Union official or representative ineffective in his/her duties as a Union representative.

SECTION 9. Incidental duties directly connected with the performance of a given job are considered assigned duties, and time spent in their performance is to be included in the scheduled working hours. This includes time spent in travel which is an inherent part of, and inseparable from the work itself. Time required to secure working implements in the morning and to return them to the proper place at the end of the shift is also included in the scheduled working hours.

SECTION 10. Sufficient time before the end of the workday will be allowed employees whose duties include securing classified material and performing security checks to perform such duties.

SECTION 11. The Employers agree to consult with the Union in accordance with Article 15 (Matters Appropriate for Consultation or Negotiation) when it is proposed to install and operate time clocks.

ARTICLE 33

Overtime

SECTION 1. The Employers reserve the right to assign overtime, to determine the nature of the work, skill requirements, and the number of employees required. Overtime assignments shall be rotated equitably among qualified organizational element employees in accordance with their grade, position, and qualifications as far as the type of work will permit.

SECTION 2. If all qualified employees of the organizational element are on overtime, other qualified employees from within the organization may be assigned overtime work without loss of standing on their respective overtime roster. All overtime worked and overtime refused shall be treated as work performed to determine an employee's next overtime assignment. Overtime refused will not be used as reason to deny an employee his/her place on the rotation roster for subsequent overtime.

SECTION 3. The Employer agrees that use of sick or annual leave by an employee is not cause to exclude the employee when assigning overtime work.

SECTION 4. Overtime will be compensated in accordance with the Fair Labor Standards Act (FLSA) or Title 5. An employee shall neither be compelled nor permitted to work overtime without being compensated by either compensatory time off or paid overtime. No coercion will be used to get the employee to request time off rather than payment.

SECTION 5. Employees who are called back to work (and the time worked is not continuous with their normal tour of duty) will be compensated for a minimum of two (2) hours of overtime.

SECTION 6. Employees assigned to unscheduled overtime work will be given as much advance notice of such assignments as possible.

SECTION 7. Except in emergencies, employees shall have the right to decline overtime assignments, unless notified of overtime assignments the previous day, and providing the work requirement can be met by other qualified employees willing to work.

SECTION 8. An employee shall receive at least two (2) hours pay at the applicable overtime rate if called back to work, either on the regular day after he/she has completed his/her daily tour and has left his/her place of employment (confines of the post) or on one (1) of his/her scheduled non-workdays, even if his/her services cannot be used for two (2) hours.

SECTION 9. During periods of overtime work, except when an employee must remain at his/her work site because of priority or security of the work, a fifteen (15) minute rest period will be allowed during each four (4) hour period. Smoking breaks may be taken in lieu of the rest periods.

SECTION 10. Wage Grade employees will not be required to take compensatory time off for overtime worked.

SECTION 11. During overtime assignments, other than those scheduled in advance, when food is not available at the job site, an employee may be dispatched by the Employers on duty time to obtain food for his/her fellow employees at each employee's expense. The Employers agree to provide adequate facilities to employees under the conditions of overtime work or in the event of a national emergency.

SECTION 12. Assignments of overtime will be scheduled in a manner consistent with the health, safety, and welfare of the employees. If there is any disagreement as to whether there is any threat to health, safety, or welfare, the decision will be made by the post medical facility.

SECTION 13. Except for an authorized emergency, Union officials shall have the right to discuss with supervisors all aspects of overtime work and equitable assignment of organizational element personnel if requested by an affected employee.

SECTION 14. An employee who performs witness service in an official duty status in third party hearings in excess of his/her workday or workweek is entitled to receive overtime pay.

SECTION 15. The Employers agree that overtime and holiday pay will be administered in accordance with applicable laws and DoD regulations.

SECTION 16. All appropriate clauses within this article will pertain to exempt employees except that compensatory time may be substituted for overtime.

SECTION 17. Time spent in a standby status. Employees will be compensated for time spent on standby status in accordance with 5 CFR Section 551.431.

ARTICLE 34

Leave

SECTION 1. The Employers agree to administer all leave, including the Leave Transfer Program, the Family Friendly Leave Act, and the Family Medical Leave Act in accordance with 5 USC, Chapter 63 and appropriate regulations.

SECTION 2. Employees shall earn, accrue, and use annual leave in accordance with applicable laws and regulations. The use of annual leave is an entitlement of the employee, subject to approval by the supervisor in accordance with actual work or minimum staffing requirements. Reasonable attempts will be made to accommodate employees with respect to approving leave requests. Employees will cooperate with their supervisors in planning and scheduling annual leave.

SECTION 3. When a department asks for projected primary annual leave requests, they will not be submitted before the first full pay period in January. If there is a conflict, the decision will be resolved first by mutual agreement between parties, and second by the date of receipt of request. If more than one employee has the same date of receipt, it will be resolved by civil service computation date with seniority being the deciding factor.

SECTION 4. When a supervisor determines that it is necessary to cancel previously approved annual leave, the reasons for such will be explained to the affected employee. Cancellation of use of approved annual leave will be based upon the actual requirement for the employee's services during the period for which leave was previously approved.

SECTION 5. All employees will be informed concerning their rights, responsibilities, administrative requirements, local leave policy, and assisted with procedural matters.

SECTION 6. In the event of an emergency situation affecting working conditions (e.g., gas leak, etc.), Employers are encouraged to consider the assignment of other duties, to include duties in related activities, to civilian employees not desiring to take leave or not having leave to their credit. If work cannot be provided to employees without leave to their credit, advanced annual leave may be requested.

SECTION 7. When planning training holidays, organization days, or similar events, Employers are encouraged to consider the assignment of other duties, to include duties in related activities, to civilian employees in an attempt to eliminate the need for forced annual leave.

SECTION 8. Upon the recommendation of attending physician or medical examiner and when it will not have a negative impact on mission accomplishment, the Employers will attempt to provide duty or make reasonable accommodations on a temporary basis that is in keeping with assignment limitations imposed by an employee's attending physician. This policy is intended to help reduce loss of accumulated sick leave.

SECTION 9. Supervisors are encouraged to approve employee requests for extended annual leave when consistent with mission requirements.

SECTION 10. Supervisors are encouraged to grant annual leave for emergency purposes to employees who notify their immediate supervisor within two (2) hours after they were scheduled to report for work. Employees whose duties involve providing patient care on a continuous seven (7) day basis should furnish notice two (2) hours before their shift is scheduled so that replacements can be located if necessary. When an employee fails to report for duty in a patient care area for their scheduled shift, the employee working the previous shift may be called upon to remain on duty until an appropriate replacement can be obtained.

SECTION 11. Annual leave, scheduled in writing at least three (3) pay periods prior to the end of the leave year, which is forfeited by an employee due to exigencies of the public business where the operational demand precludes use of leave, or because of administrative error or sickness, will be restored for use as provided by appropriate regulations.

SECTION 12. A medical certificate will not be required for approval of sick leave of three (3) working days or less unless the employee has been warned in writing about abuse of sick leave. Supervisors are encouraged to verbally counsel an employee about sick leave abuse prior to issuing a written warning. The employee is entitled to review medical certificate requirements with the supervisor to discuss whether or not the requirement will be continued.

SECTION 13. Upon request by the employee and subject to the approval of appropriate management officials, advance sick leave up to 240 hours will be granted (unless there is justified reason(s) stated for its denial such as sick leave abuse or insufficient time to repay) when necessary in the case of serious illness or injury.

SECTION 14. Tardiness of less than one (1) hour may be excused if the employee has a reasonable explanation. If the decision is made to charge the tardiness to leave and the actual period of absence is less than one (1) hour, the leave will be charged in fifteen (15) minute increments.

SECTION 15. Employees shall be granted two (2) hours after the scheduled start of their tour of duty to call to request sick and emergency annual leave.

ARTICLE 35

Holidays

SECTION 1. All eligible employees shall be entitled to all holidays prescribed by law and/or designated by Executive Order.

SECTION 2. Holidays, as determined above, will be observed as non-workdays. Whenever such holidays occur on an employee's scheduled day off, the preceding or succeeding workday shall be deemed to be a holiday.

SECTION 3. Employees shall receive eight (8) hours pay at their regular hourly rate plus any authorized shift differential on all days defined as holidays that they are not required to work.

SECTION 4. Employees working on a holiday outside their basic workweek shall receive pay as authorized for an overtime day in accordance with applicable regulations.

SECTION 5. Employees working on a holiday within their basic workweek shall receive the same pay as they would normally receive on a regular workday, plus the day's pay they are normally entitled to for a holiday.

SECTION 6. When holiday work is required in case of emergencies, a rotational schedule of qualified individuals will be followed so that there is an equal distribution of holiday work.

ARTICLE 36

Lunch, Break, and Rest Room Facilities

SECTION 1. The Employers agree to consult and/or confer with the Union on designating, furnishing, and maintaining areas and facilities (Smoking and Non-smoking) for hot/cold food and beverages in the bargaining unit's work areas for lunch and break period.

SECTION 2. Locker, clean up, and shower facilities shall be provided by the Employers and will be made available to all employees having to work in unhealthful conditions as determined by the Preventive Medicine Office. These facilities will meet at least the minimum standards of sanitation established by proper medical authority.

SECTION 3. The Employers are responsible to assure cleaning and maintenance of all rest room facilities.

SECTION 4. Conditions may arise when employees cannot reasonably leave remote work areas, and lunchroom facilities are not available. Under such conditions, an employee from such a work site may be assigned by the supervisor to obtain hot/cold food and beverages for other employees in lieu of all employees traveling to and from their usual lunch areas.

SECTION 5. Any facility or building that furnishes couches in the female restrooms should also furnish couches in the male restrooms if available and space permits.

ARTICLE 37

Labor – Management Partnership

The Fort Huachuca Partnership Council has been established in the spirit of Executive Order 12871 for the purpose of building and maintaining a cooperative working relationship between

the Employers and the Union. The Council shall remain separate and apart from this Agreement and will function in accordance with its Charter.

ARTICLE 38

Equal Employment Opportunities

SECTION 1. The Employer will maintain an Affirmative Action Program to ensure equal employment opportunities. The Union will cooperate with the Employer in emphasizing the doctrine that there will be no discrimination in employment or employment practices because of race, color, religion, sex, national origin, age, or disabilities. Affirmative Action Program plans shall conform to applicable federal rules and regulations, public laws, Equal Employment Opportunity Commission guidelines, etc.

SECTION 2. The Union and the Employers agree to jointly support the Equal Employment Multi-Year Affirmative Employment Program Plan. The Union agrees to designate a representative to serve on the installation's Equal Employment Opportunity Council, Federal Women's Program Committee, and the Hispanic Employment Program Committee, and to actively participate and support the objectives of these organizations. The Union further agrees to participate in the development of the local Equal Employment Opportunity Multi-Year Affirmative Employment Program Plan and to call to the attention of the employees the principles and policies of the Equal Employment Opportunity Program sponsored by the Employers.

SECTION 3. The Union agrees to carry out and maintain policies of membership and service which will assure equal treatment to all employees within the bargaining unit, without regard to age, sex, disability, race, religion, color, or national origin.

SECTION 4. The parties understand that the Union shall be notified within five (5) calendar days of any Equal Employment Opportunity (EEO) settlement which may affect general conditions of employment for all bargaining unit personnel. The Union shall further be given the opportunity to comment on the settlement and shall respond within ten (10) calendar days.

SECTION 5. Management will provide reasonable accommodations to enable an employee with a disability to perform his/her assigned duties, such as restructuring jobs, flexible work schedules, specialized equipment and assistive devices, modifying work sites, readers and interpreters. Such accommodations will be evaluated on a case-by-case basis with regard to the appropriate laws and regulations and consideration of undue hardship imposed upon the organization.

ARTICLE 39

Alcohol and Drug Program

SECTION 1. The Union and the Employer jointly recognize alcoholism and drug abuse as treatable illnesses; therefore, employees having these illnesses will receive the same careful consideration and offer of assistance that is extended to employees having any other illness or health problem. Employees participating in drug or alcohol abuse rehabilitation programs may request sick, annual, or leave without pay the same as they would for medical purposes.

SECTION 2. The ultimate objective of the Drug and Alcohol Abuse Program will be to rehabilitate the employee through counseling, referral for medical assistance, and other such means as may be available to aid in the recovery of the employee. Participation in the Drug and Alcohol Prevention and Control Program, and any information resulting from such participation, including medical records, will be kept in strict confidence in accordance with applicable laws and regulations.

SECTION 3. The Union agrees to actively support the Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) and endorse, in writing, the program policies of the Employers regarding this program to members of the bargaining unit.

SECTION 4. If an employee, even though counseled by his/her supervisor, fails to recognize an alcohol or drug related problem and refuses to accept rehabilitative assistance, then the Union agrees to discuss the situation with the employee and encourage the acceptance of rehabilitative assistance.

SECTION 5. It shall be the responsibility of all employees to follow the alcohol and drug program policies and procedures specified in applicable regulations. It shall also be the responsibility of employees with alcohol or drug problems to request diagnosis or treatment. This request will not jeopardize job rights or job security, and confidential handling of the diagnosis and treatment is the responsibility of all parties.

SECTION 6. When an employee is suspected of intoxication, or is otherwise unfit for duty during duty hours, the following procedures will be taken:

6.1 Supervisors must contact the appropriate servicing civilian personnel office.

6.2 If a supervisor suspects an employee is exhibiting symptoms that may be due to substance abuse, such as a strong odor of alcohol and unsteady gait, blurred speech, falling, etc., those symptoms are sufficient to conclude that the employee is not "ready willing, and able to work."

6.3 If a supervisor suspects an employee is exhibiting symptoms that may be due to substance abuse, he/she should perform one of the following options:

1. If the employee is non-combative and willing to leave the workplace, ensure that the employee is transferred safely to his/her home or personal health care provider by:
 - a. Calling a family member to pick up the employee; or
 - b. Calling a taxi for the employee at his/her expense.
2. If the employee is combative, abusive, or unwilling to leave the workplace, call the Military Police (MPs).
3. If the supervisor is concerned that medical intervention is needed, i.e., employee is not responsive, is having difficulty breathing, or is physically ill, he/she should call 911.

6.4 The employee should be placed on voluntary annual or sick leave for the day and restricted from the work site. The supervisor must act in a reasonable manner with the foremost concern for the safety of his/her employees and the workplace as a whole.

ARTICLE 40

Health and Safety

SECTION 1. The Employers and the Union recognize the need for safe and healthful conditions of work. The Employers agree to comply with all safety rules, laws, and procedures established by appropriate organizations with federal oversight authority.

SECTION 2. All employees, supervisors, and management officials shall be responsible for prompt reporting, to be confirmed in writing, of unsafe conditions.

SECTION 3. The Employers agree to provide the Union a copy of the quarterly Safety Report.

SECTION 4. The Employers and the Union will cooperate in the elimination of accident and health hazards. When health and safety committees are established, the Union will have a representative.

SECTION 5. Those employees working in identified health hazard areas are required to comply with job-related physical examinations scheduled by the Occupational Health Clinic to ensure that they are being medically monitored for safe employment in the work environment.

SECTION 6. Infectious Diseases. The Employers and the Union recognize the threat posed to the workforce by infectious diseases.

6.1 The Employers and the Union agree to place special emphasis on the continuous enforcement of universal protective measures for high risk areas such as medical, dental, childcare, food service, firefighter, or law enforcement. If a determination is made that an employee in a high-risk category has been exposed during performance of duty, the employee

will be requested to report to the Occupational Health Clinic. If, during the interview, it is determined that medical testing is necessary, such testing will be made available by the appropriate medical facilities at Fort Huachuca if the resources and the facilities are available.

6.2 It is also recognized that other employees, not normally in a high risk category, may be exposed in unusual circumstances, such as while rendering emergency first aid to a fellow employee. If a determination is made that an employee has been exposed during performance of duty, the employee will be requested to report to the Occupational Health Clinic.

6.3 If an occupational exposure has been determined to have taken place, employees identified will have a medical evaluation with record of such in their Civilian Health Record.

SECTION 7. Asbestos. The Employers and the Union recognize the presence of asbestos containing materials in most of the older buildings on Fort Huachuca. The presence of asbestos does not pose a threat unless fibers are airborne.

7.1 The Employers and the Union agree to place emphasis on the recognition of possible asbestos exposure, i.e., airborne fibers/dust particles. The Employers will publish a list of the high-risk areas on Fort Huachuca.

7.2 If an employee believes he/she is being or has been exposed to asbestos during the performance of duties at Fort Huachuca, he/she will request evaluation of possible exposures by the Occupational Health Clinic. If, during the interview, it is determined that medical testing is necessary, it will be made available by appropriate medical facilities at Fort Huachuca if the resources and the facilities are available.

7.3 If an occupational exposure has been determined to have taken place, employees identified will have a medical evaluation with record of such in their Civilian Health Record.

SECTION 8. Protective devices, when required by the Installation Safety Officer and/or Occupational Safety and Health Administration (OSHA), will be furnished by the Employers and will be used by the employees. If prescribed by a physician and approved by the Occupational Health Physician, protective devices will be prescription type. Failure to comply in using protective devices may result in disciplinary action ranging from a verbal reprimand to dismissal.

SECTION 9. It is recognized that situations may arise in which an employee or his/her supervisor has reason to feel that the employee would have to expose himself/herself to conditions endangering health, safety, or property in order to carry out his/her work. When either party identifies such a situation, it is his/her responsibility to discuss the problem with the other and promptly take corrective steps to protect the employee. If the parties disagree, the Safety Officer, USAG and/or MEDDAC, will make decisions in accordance with OSHA regulations. Employees shall not refuse any assignments which do not endanger their health and safety or that of others.

SECTION 10. The Employers will assure that employees are informed at least once annually of rights, obligations, benefits, and procedures to be followed under the Federal Employees' Compensation Act.

SECTION 11. It is recognized that situations arise when the environment is hazardous to health and safety, due to excessive heat, cold, humidity, or conditions resulting from "acts of God". When the employees identify such a situation, it is their responsibility to bring the problem to the attention of the immediate supervisor. If the immediate supervisor agrees that the environment is hazardous, the employees may be dismissed from duty and provided administrative leave as long as the condition exists. If the immediate supervisor disagrees that a hazardous condition exists, the employees may bring the problem to the attention of the second line supervisor. If the employees disagree with the decision of the second line supervisor, they may bring the problem to the attention of the Commander/Director, whose decision shall be final.

SECTION 12. There will be no reprisal or any form of retaliation on employees for reporting a safety hazard or an unhealthy working condition.

ARTICLE 41

Pagers

SECTION 1. In accordance with 5 CFR 551.431 (a)(1)(2), an off-duty bargaining unit employee who is required to carry and respond to a pager, will be in a standby pay status and will be subject to the following restrictions:

(a) An employee will be considered on-duty and time spent on standby duty shall be considered hours of work if:

(1) The employee is restricted to an agency's premises, or so close thereto 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:

- (i) Is restricted to his or her living quarters or designated post of duty;
- (ii) Has his or her activities substantially limited; and
- (iii) Is required to remain in a state of readiness to perform work.

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

(1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

(2) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another similarly qualified person.

ARTICLE 42

Printing and Distribution of the Agreement

SECTION 1. It is agreed that the Employers and the Union shall share equally the cost of printing two thousand (2,000) copies of this Agreement, amendments, and supplements thereto, to print specification as mutually agreed. One thousand five hundred (1,500) copies will go to the Union and five hundred (500) copies will go to the Employer.

SECTION 2. The Employers will make available a copy of this Agreement for each member of the bargaining unit.

SECTION 3. The Employers will advise all new employees of the existence of the Union and make available a copy of this Agreement upon assignment of the bargaining unit. All new employees will also be advised that the Union has a packet of material to include a list of all Local 1662 officers and stewards, authorized forms for dues withholding, and a letter of explanation and welcome.

APPENDIX A

DOUGLAS FACTORS

The twelve (12) relevant factors set forth by the Board in Douglas (without purporting to be exhaustive) are as follows:

- (1) the nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain or was frequently repeated;
- (2) the employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
- (3) the employee's past disciplinary record;
- (4) the employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- (5) the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
- (6) consistency of the penalty with those imposed upon other employees for the same or similar offenses;
- (7) consistency of the penalty with any applicable agency table of penalties;
- (8) the notoriety of the offense or its impact upon the reputation of the agency;
- (9) the clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
- (10) potential for the employee's rehabilitation;
- (11) mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involved in the matter; and
- (12) the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.