

LABOR-MANAGEMENT AGREEMENT BETWEEN

88th Readiness Division (RD)



AND



American Federation of Government Employees (AFL- CIO)

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PREAMBLE

In accordance with the provisions of the Federal Service Labor-Management Relations Statute, hereinafter referred to as the STATUTE, the following Labor-Management Agreement, hereinafter referred to as the AGREEMENT, is entered into between the U.S. Army Reserve 88th Readiness Division (RD), also known as the 88th Regional Support Command (RSC), hereinafter referred to as the EMPLOYER, and the American Federation of Government Employees, hereinafter referred to as the UNION, collectively known as the PARTIES, on behalf of employee(s) in the described bargaining-unit, hereinafter referred to as EMPLOYEE(S).

It is the intent and purpose of the PARTIES to this Agreement to promote and improve the efficient administration of the Federal service and the well-being of EMPLOYEES; to establish an Agreement which provide EMPLOYEES with an opportunity to participate, through representation, in the formulation and implementation of personnel policies, practices and procedures, and matters affecting the conditions of their employment, as appropriate; and to provide means for negotiations, consultations, discussions, and adjustment of matters of mutual interest.

Whenever language in the agreement refers to specific duties or responsibilities of supervisors, management officials, or other specific individuals, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the employer retains the sole discretion to assign work and to determine which individuals will perform those duties.

There are a number of provisions throughout this agreement that potentially grant small periods of administrative leave to employees. It is understood that the Administrative Leave Act of 2016 prohibits any employee from being granted a cumulative total of more than 10 work days (80 hours) of administrative leave in a calendar year. Therefore, it is understood that the maximum amount of administrative leave that can be granted to any employee in a calendar year cannot exceed 80 hours as to do so would violate the law. As such any provision that would grant an employee administrative leave beyond the 80 hours becomes unenforceable at that point and such leave will no longer be granted even though the employee would otherwise be eligible for the leave.

Therefore, the PARTIES agree as follows:

ARTICLE I - RECOGNITION AND UNIT DESCRIPTION

Section 1. The Employer recognizes the Union as the exclusive representative of all Employees, as defined in Section 2 below.

Section 2. The recognized bargaining unit is described as:

a. Included: All nonprofessional employees of the 88th Regional Support Command, U.S. Army Reserve Command, Department of the Army.

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

ARTICLE II – PROVISIONS OF LAW AND REGULATIONS

Section 1. It is the intent and purpose of the Employer and the Union to promote and improve the efficient administration of the Federal service and the well-being of Employees within the meaning of the Statute; to establish a basic understanding relative to personnel policies, practices, procedures, and matters affecting conditions of employment; and to provide means for amicable discussion and adjustment of matters of mutual interest in the 88th RD.

Section 2. In the administration of all matters covered by this Agreement, the Employer and Employees are governed by existing and future laws and the regulations of appropriate authorities, including policies set forth in the Code of Federal Regulation (CFR); by published policies and regulations of the Department of Defense (DoD), Department of the Army (DA), and the United States Army Reserve Command (USARC) in existence at the time this Agreement is approved; and by subsequently published policies and regulations of the DoD, DA, and the USARC required by law or by regulations of appropriate authorities. If these should come into conflict with the language of this Agreement during the life of the agreement, the parties will negotiate over and reconcile the language in the Agreement with the appropriate regulation.

ARTICLE III – MANAGEMENT RIGHTS AND OBLIGATIONS

Section 1. Management officials of the Employer retain the following rights in accordance with Title 5, US Code, section 7106:

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

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

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

d. To make selections for vacant positions from a properly ranked and certified list of candidates for promotion, or from any other appropriate source; and

e. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. The Employer has chosen not to negotiate over the substance of any subjects set forth in section 7106(b)(1) of title 5 United States Code. This includes the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

Section 3. Nothing in this Article shall preclude the Employer and the Union from negotiating:

a. Procedures which the Employer will observe in exercising any authority under this Article; or:

b. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article by the Employer.

Section 4. The Employer recognizes its obligation under the statute to provide the Union with reasonable advanced notice of the Employer's intent to exercise its statutory rights in order to afford the Union adequate opportunity to request corresponding negotiations.

ARTICLE IV – UNION RIGHTS AND OBLIGATIONS

Section 1. The Union is the exclusive representative of Employees and therefore has the authority to act for and negotiate agreements applicable to all Employees as provided by the Statute.

Section 2. The Union accepts the responsibility to represent, in good faith, the interests of all Employees without discrimination and without regard to membership in the Union.

Section 3. The Employer acknowledges that the Union has the right to present its views to the Employer on matters of concern and to have such views considered in the

formulation and implementation of personnel policies and practices which are at the discretion of the Employer.

Section 4. The Employer agrees to provide the Union the opportunity to be represented at formal discussions between the Employer and Employees concerning grievances, personnel policies and practices, and other matters affecting general condition of employment of Employees. The Union's right to be present does not extend to informal discussions between an Employee and supervisory personnel. Informal discussions include, but are not limited to: daily work performance and routine communications between employer and employee.

Section 5. The Employer agrees to furnish the Union with a current list of Employees upon request but no more than quarterly. The list will include the name, title, series, grade, and duty location of each Employee.

Section 6. The Union agrees to furnish the Employer with a current list of names and positions of its officers and designated stewards as soon as possible following any change in the designation of Union officers and stewards. The list will include the name, title, and area of jurisdiction the stewards have been designated to represent. The Employer will not recognize an Employee as a Union officer or steward unless their name and assignment appear on a listing that has been furnished to the Employer by the Union.

Section 7. The Union agrees to furnish the Employer the name, title, and contact information for the individual responsible for receiving and responding to Employer notifications and correspondence. Updated information will be provided as soon as possible following any change in the designation. While the Union may determine how to assign its representational duties, it is agreed it is not efficient for the Employer to negotiate with multiple points of contact for issues affecting the entire bargaining unit. Correspondence will primarily be transmitted via electronic mail.

Section 8. Union representatives who are not Employees of the 88th RD but who desire admission to the Employer's premises will make arrangements at least ten workdays in advance through the office of the Chief of Staff, 88th RD, or their designee. Such requests will include the reason for the visit. All arrangements will be consistent with safety and internal security practices.

ARTICLE V – EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. Each Employee has the right to form, join, or assist the Union, 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 otherwise provided in the Statute and in this agreement, the right to assist the Union includes the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor

organization to heads of agencies and other officials of the executive branch of the government, or other appropriate authorities.

Section 3. No Employee may participate in the management of the Union or serve as a representative of the Union if that Employee is a supervisor or whose participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the Employee.

Section 4. Nothing in this agreement shall require an Employee to become or to remain a member of the Union, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions or by voluntary cash payment by a member.

Section 5. This agreement does not preclude any Employee, or group of Employees, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate Union representatives or the Employer in accordance with applicable law, rules, regulations, or 88th RD policy, or from choosing their own representative in any grievance or appeal other than the negotiated grievance procedure.

Section 6.

a. Each Employee has the right to be represented by the Union at an examination of the Employee by a representative of the Employer 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.

b. The right to representation does not extend to informal routine worksite discussions, counseling sessions, or performance evaluations between the Employee and the supervisor. If a Union representative is requested and present at the investigatory meeting, the representative is not entitled:

(1) To official time to prepare for the meeting;

(2) To bargain with the Employer regarding the investigation itself; or

(3) To interfere with the investigation.

However, this does not preclude the Employee from consulting with the Union representative present during the investigation.

c. The Employer reserves the right to cancel the investigative interview at any time. A decision by the Employer to cancel an investigative meeting or interview need not be

justified in any way. The Employer may proceed with its investigation and with proposed disciplinary action on the basis of information from other sources.

d. The Union agrees to provide a representative, if requested by the Employee, who is reasonably available and whose selection would not result in an undue delay to the Employer in conducting the examination.

Section 7. The Employer shall annually inform bargaining unit Employees of their rights under Section 6 of this Article.

ARTICLE VI – USE OF TAXPAYER-FUNDED UNION TIME

Section 1. For the purpose of authorizing Taxpayer-Funded Union Time, herein after to be called “Official Time”, granted to an employee pursuant to Title 5, US Code, section 7131, the Employer agrees to recognize a maximum of one (1) President, one (1) Vice President, one (1) Treasurer, two (2) Chief Stewards, and up to twenty-five (25) currently appointed stewards. Employees seeking Union representation will contact the Union steward designated by the Union. Official Time is limited to one Union representative or designee per dispute (i.e. statutory appeals, grievances, and other disputes). Union officials will represent the entire bargaining unit as defined in Article I.

Section 2. The Employer and the Union agree Official Time will not be authorized for Union officers or stewards to perform internal Union business. Examples of internal Union business include, but are not limited to: solicitation for membership; campaigning for, or participating in, Union elections; performance of administrative functions related to benefits offered by the Union; and collecting Union dues.

Section 3. The Employer and the Union agree Official Time is to be used judiciously and limited to the amount of time the Employer and the Union agree to be reasonable, necessary and in the public interest as reflected in the Statute.

a. Union officers and designated Union stewards that are Employees of the 88th RD may request Official Time to perform statutory representational duties within the following limitations:

(1) A maximum of forty (40) hours in a pay period per recognized position (see Section 1), subject to mission requirements. When possible, requests denied due to mission requirements will be rescheduled during the current pay period.

(2) A maximum of 520 hours in a leave year, per recognized position. Available hours will be prorated if agreement is effected in the middle of a leave year.

(3) A maximum cumulative total of 2,260 hours of Official Time under this article in any leave year. Available hours will be prorated if agreement is effected in the middle of a leave year.

(4) Individuals occupying more than one Union position may not exceed forty (40) hours in a pay period, or 520 hours in any leave year.

(5) Hour limits are by position. Changing the occupant of a position during the leave year or pay period will not reset available Official Time balance for that position.

b. The Union, may request up to forty (40) hours per year of Official Time, up to two (2) representatives, to attend Union sponsored training that is of mutual benefit of the Employer and Union. All hours will be counted towards totals identified in Section 3 above. The Union President, or designee, must submit the request for Official Time for training no less than three (3) weeks prior to the scheduled event to the 88th RD Chief of Staff, or their designee, in writing along with a detailed description of the training and an explanation as to how such training is of mutual benefit. If the request for Official Time for training is approved, the appropriate Director, Section Chief, or supervisor will be so notified. However, the Union President, or designee, must still obtain specific approval from the appropriate management official for the use of Official Time for training for that pay period, using the procedures set forth below. All travel and per diem is the responsibility of the Union.

Section 4. The use of Official Time is subject to the following procedures:

a. The Employer and the Union agree employees and Union representatives will request Official Time by completing and submitting **Appendix A**, Request for Official Time, to the appropriate management official in advance of the beginning of the requested time period. The completed request should provide sufficient information so the supervisor may render a decision as to whether the nature of the request is representational and whether the amount of time meets the statutory standard, i.e., is reasonable, necessary and in the public interest. The supervisor may approve the request, suggest a more opportune date/time, or disapprove the request by completing the Request for Official Time. Prior to the employee leaving the workplace on approved Official Time, the supervisor and Union representative will complete Section IIIa of the Request for Official Time form.

b. Upon completion of the representational duties or the expiration of the approved amount of Official Time granted, the employee will return to their work place and notify their supervisor. Together, the supervisor and the Union representative will complete Section IIIb of the Request for Official Time form.

c. Any employee who uses Official Time without the advance written authorization required by this section, or for purposes not specifically authorized by the supervisor, shall be considered absent without leave and subject to appropriate disciplinary action.

Section 5. Reasonable access to Employer furnished facilities for Employee representation activities is in the best interest of both parties. Reasonable and adequate access to office space will be provided by the Employer for Union activities. Employees may be directed to return to work if mission requires. Departure from the assigned duty location without prior authorization may result in a charge of Absence Without Leave (AWOL).

ARTICLE VII – USE OF OFFICIAL FACILITIES OR EQUIPMENT

Section 1. When practical, the Employer agrees to furnish bulletin board space no less than 17” x 22” of one bulletin board in each USAR facility housing Employees covered by this agreement for the purpose of posting Union notices and similar informational material. The Union will be responsible for posting and removing material and maintaining its bulletin board space in an orderly fashion. The Union is fully and solely responsible for the content of the posted material in terms of accuracy, adherence to ethical and legal standards, and in accordance with applicable directives and regulations of higher authority.

Section 2. Union officials, who are otherwise Employees, will be permitted to use government telephones, Multifunctional Devices (MFDs), computers, and other appropriate office equipment when necessary to conduct bonafide representational duties as authorized by this agreement and governing regulations. The Employer will not provide additional computer systems, MFDs, or phone lines for the exclusive use of the Union at the duty location, or any other locations.

Section 3. The use of vehicles, office machines, or supplies for internal Union business will not be permitted.

ARTICLE VIII – DUES WITHHOLDING

Section 1. Bargaining unit employees may authorize on a voluntary basis an allotment of pay for the payment of dues. The Union shall supply Standard Form (SF) 1187 (Request for Payroll Deduction for Labor Organization Dues) and be responsible for the distribution of the form to its members. The Union shall be responsible for completion of Section A of the SF 1187, including the certification of the current amount of the Union’s regular dues to be deducted each bi-weekly pay period. The Union shall be responsible for educating its members on the program for allotments for payment of dues, its voluntary nature and the use and availability of the required form.

Section 2. An Employee may request revocation of his/her dues allotment for deduction of an Employee's Union dues after 12 months. All requests must be submitted within 45 days prior to the anniversary date by submitting a properly

completed and signed SF 1188 (Cancellation of Payroll Deduction for Labor Organization Dues) to the Local Union representative. The Local Union representative will forward the SF 1188 to the Union Membership secretary. The Union will forward the SF 1188 to the appropriate pay office for processing.

ARTICLE IX – ANNUAL LEAVE

Section 1. Employees shall earn, accrue, and use annual leave in accordance with applicable laws and regulations. Annual leave will be charged in 15-minute increments. The use of annual leave is an entitlement of the Employee, subject to the leave being scheduled and approved in advance.

Section 2. All annual leave requests will normally be submitted at least fourteen (14) calendar days in advance, unless leave is required due to a valid personal or family emergency situation. Requests for annual leave will be submitted in accordance with policies established by the Employer. When conflicts in scheduling periods of leave occur between Employees who perform the same/similar duties, and the conflict cannot be resolved by mutual agreement, the supervisor will approve leave using employee seniority as determined by the Service Computation Date listed on the most recent SF-50.

Section 3. Requests for unscheduled annual leave will be held to a minimum, except for valid personal or family emergency situations. When circumstances arise requiring the use of annual leave not previously approved, the Employee may not presume automatic approval of requests for annual leave. The Employee must contact their supervisor via telephone, or speak with him/her in person, to request and obtain approval of the use of annual leave normally within one hour following the beginning of the Employee's scheduled tour of duty. If the immediate supervisor is not available, the next level supervisor will be contacted. Telephone calls from other than the Employee themselves will not meet the requirements of this notification. Employees may not use texts or emails for this required contact unless specifically authorized by their supervisor. If there is doubt as to the validity of the emergency request, the supervisor may require the Employee to submit documentation to support the approval of leave for that purpose. The Employer reserves the right to disapprove a request for emergency annual leave and may place the employee in an AWOL status. This status may be changed to approved leave if the employee provides acceptable justification, as determined by the supervisor, for the absence upon return to duty. Emergency leave requests will be considered on an individual basis.

Section 4. The Employer reserves the right to cancel previously scheduled or requested annual leave in accordance with appropriate laws and regulations when a work requirement necessitates such action. The supervisor will notify the Employee(s) affected as soon as possible after a situation develops which requires rescheduling or cancellation of leave and will provide the Employee(s) specific reasons as to the need

for these actions. Employees whose leave is canceled under this Section may reschedule their leave in accordance with Section 2, of this Article.

Section 5. Failure to obtain approval for use of annual leave as established by this Article may result in the Employee being charged absent without leave and appropriate disciplinary action being initiated.

ARTICLE X – SICK LEAVE

Section 1. Employees shall earn, accrue, and use sick leave in accordance with applicable laws and regulations. Sick leave will be charged in 15-minute increments, and is subject to the approval of the appropriate supervisor or designee.

Section 2. Employees must personally contact their supervisor via telephone to obtain approval of the use of sick leave normally within one hour after the beginning of the Employee's scheduled tour of duty. If the immediate supervisor is unavailable, the next level supervisor or designee will be contacted. Employees will not presume their request for sick leave is approved by merely leaving a message for their supervisor, they must speak with him/her. Telephone calls from other than the Employee themselves will not meet the requirements of this notification unless the Employee is incapable of calling themselves. Employees may not use texts or emails for this required contact unless specifically authorized by the supervisor. Upon returning to work after an injury or illness, it is the employee's responsibility to inform his/her supervisor of any medical condition (including use of medications) which may affect the employee's ability to perform their assigned duties or would impact the health, safety, and security of others.

Section 3. Employees requesting Sick leave for medical appointments that cannot otherwise be scheduled outside the Employee's tour of duty will submit sick leave requests to their Supervisor normally not less than 14 days in advance of the planned sick leave. The Employer will approve, disapprove, and/or adjudicate leave requests as required and resolve schedule conflicts. Employees may be required to provide medical documentation showing they attended an appointment.

Section 4. In accordance with Title 5, Code of Federal Regulations (CFR), section 630, an employee may use up to 104 hours (13 days) of sick leave per leave year for Family Care or Bereavement. This leave may be used to:

a. Provide care for a family member, as referenced in Office of Personnel Management (OPM) Guidance, who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;

b. Attend to a family member receiving medical, dental, or optical examination or treatment;

c. Provide care for a family member who would, as determined by the health authorities having jurisdiction or a licensed health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease;

d. Or make arrangements necessitated by the death of a family member or attend the funeral of a family member.

Section 5. An employee is entitled to use up to 12 weeks (480 hours) of sick leave each leave year to provide care for a family member with a serious health condition. If the employee previously used any portion of the 13 days of sick leave for general family care or bereavement purposes in a leave year, that amount must be subtracted from the 12-week entitlement. If an employee has already used 12 weeks of sick leave to care for a family member with a serious health condition, he or she cannot use an additional 13 days in the same leave year for general family care purposes. An employee is entitled to no more than a combined total of 12 weeks of sick leave each leave year for all family care purposes.

Section 6. Management may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Periods of absence on sick leave in excess of three (3) consecutive work days must ordinarily be supported by a medical certificate to be filed upon return to duty. In lieu of a medical certificate and at management's sole discretion, an employee's signed statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician or other extenuating circumstances considered valid by the approving official. In accordance with 5 CFR § 630.405, management may also require a medical certificate or other administratively acceptable evidence for an absence of any duration when management determines it is necessary. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

Section 7. Administratively acceptable medical documentation will typically include date(s), time(s), and duration of medical appointments, date(s) of incapacitation and the medical reason why the employee was incapacitated.

Section 8. Some employees may be authorized up to an additional 104 hours (13 days) of Disabled Veteran Leave (DVL), in accordance with the Wounded Warriors Federal Leave Act of 2015.

ARTICLE XI – OTHER TYPES OF LEAVE

Section 1. Employees may request and use annual leave, sick leave, and leave without pay as a result of their own illness, or the illness of others, or for other purposes as prescribed by applicable laws and regulations, such as the Family and Medical Leave Act (FMLA) and Title 5, CFR, section 630.

Section 2. All absences from duty during the basic workweek must be charged to the appropriate leave category unless there is a legal or regulatory authority for such absence to be excused without charge to leave. Excused absences (administrative leave) are normally authorized on an individual basis. Matters appropriate for excused leave include:

a. Voting. Employees scheduled to work on an election day who are eligible to vote in such election may be granted the minimum time of excused absence necessary to provide them three hours within which to vote either immediately after the polls open or before they close, whichever requires the lesser amount of excused absence. Employees are not entitled to an automatic three hours off on voting days; the three hours is the amount of time that Employees should have available to vote either before reporting to work or after departing work. Since most voting locations have both early and extended hours, the need for granting excused absence will be rare since most Employees will not require any excused absence in order to have three hours within which to vote. Supervisors may grant excused absence for voting on a case-by-case basis where the Employee can demonstrate the necessity. Under exceptional circumstances where the above rule does not permit sufficient time to vote, such as when an Employee's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, an Employee may be excused for such additional time as may be needed to enable him or her to vote, depending upon the particular circumstances in his or her individual case, but the time excused shall in no case exceed one day. Employees who are in a leave status for any portion of Election Day will not be granted excused absence for voting.

b. Blood Donors. Employees who volunteer as blood donors, without compensation, may be authorized a maximum of four (4) hours of excused absence on the day blood is donated, provided advance notification (3 work days) and approval by the supervisor is given. The time is to be used to travel to and from the blood center, to donate the blood, and for recuperation following donation. This provision is not intended to cover an Employee whose donations involve the need for recurring absence over an extended period or situations in which the Employee has blood stored for his/her own use. The Employer reserves the right to review an Employee's blood donor card.

c. Court Leave. An Employee who is summoned to serve as a juror in a judicial proceeding or as a witness is entitled to paid time off without charge to leave. The Employee is responsible for informing his or her supervisor if he or she is excused from jury service for one day or more or for a substantial part of a day. Additionally, an Employee who is summoned as a witness in a judicial proceeding in which the Federal, State, or local government is a party is entitled to court leave. However, an Employee who is summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not court leave. Any fees payable for such service must be collected and turned in to the employing agency. Any payments designated as expenses by the court or other appropriate authority may be retained.

Section 3. Leave without pay (LWOP) is a temporary non-pay status and absence from duty that, in most cases, is granted at the employee's request. In most instances, granting LWOP is a matter of supervisory discretion and may be limited by agency internal policy. Employees, however, have an entitlement to LWOP in the following situations:

a. The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides covered employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs. (See 5, CFR, part 630, subpart L.)

b. The Uniformed Services Employment and Reemployment Rights Act of 1994 (Pub.L. 103-353) provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in the uniformed service. (See 5, CFR 353.106.)

c. Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

d. Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

Section 4. Employees should be aware that LWOP affects their entitlement to, or eligibility for, certain federal benefits.

ARTICLE XII – TOURS OF DUTY

Section 1. The Employer and the Union recognize the mission of the Employer requires a degree of flexibility and responsiveness to changing conditions uncommon to most organizations within the Federal service. Work schedules of Employees supporting the Army Reserve program must be geared to the training schedules and activities of the Reserve unit(s) supported. For this reason, a higher degree of flexibility in the

establishment and/or review of work schedules is necessary to attain the required responsiveness and achievement of organizational goals.

Section 2. A period of seven (7) consecutive days, beginning at 0001 on Sunday and ending at 2400 the following Saturday, constitutes an Administrative Workweek. The Basic Workweek normally consists of five (5) consecutive, eight (8) hour days, Monday through Friday, excluding the prescribed lunch period each day. The official business hours of the Employer are 0730-1600. Employees may not work during the established lunch period in order to shorten the workday.

Section 3. Employees shall receive two 15-minute breaks on duty time during the duty day. One will be in the first half of the day and the second will be in the second half of the duty day. If an Employee is scheduled to work less than four hours during a shift, he/she is not entitled to a break. Breaks on duty time will not be combined with non-duty lunch periods and will not be taken in conjunction with the start or end of the duty day. Employees are subject to assignment of work during breaks when mission, workload, or customer support requirements dictates. An effort will be made to provide a break at a later time during that duty day; however, in rare circumstances, it may not be guaranteed.

Section 4. To improve Employee morale/quality of life, while enhancing productivity and customer service, the Employer agrees to continue an Alternate Work Schedule (AWS) privilege for Employees. The underlying principle of the use of AWS is to afford Employees flexibility in selecting their work schedules, to the extent that such does not result in any adverse impact upon the Employer's ability to effectively and efficiently accomplish its mission. The Employer reserves the right to exempt individuals or organizational entities from the AWS privilege. Employees are authorized to change their AWS once every six months, subject to supervisor approval, unless documented extenuating circumstances exist.

Section 5. The specific AWS options authorized are as follows:

a. Compressed Work Schedule – Four-day Workweek. A full-time Employee works ten (10) hours a day, forty (40) hours a week, and eighty (80) hours in a bi-weekly pay period.

b. Compressed Work Schedule – Five/Four-Nine Workweek. A full-time Employee works eight (8), nine (9) hour days and one eight (8) hour day for a total of 80 hours in a bi-weekly pay period.

Section 6. Principles of all AWSs:

a. Employee participation is optional.

b. The Employer retains the right to determine the numbers, types and grades of Employees required to be on duty at any time to assure that essential work is performed as required.

c. Employees requesting to work an AWS will submit a request in accordance with current Employer policy. The Defense Finance and Accounting Service requires appropriate documentation when an Employee temporarily deviates from their established work schedule.

d. The Employer and the Union agree and acknowledge that the Employer's approval for an Employee to work an AWS may be withdrawn or altered by the Employer to meet organization mission requirements or due to Employee abuse of the work schedule.

e. The Employer may require new Employees to work during the official business hours of the Employer until the Employee becomes sufficiently oriented to the job/organization.

f. The Employer may require Employees to report for duty for the official business hours of the Employer when work conditions require, such as, but not limited to, special projects.

Section 7. Compressed Work Schedule - Four (4) day Workweek. All Employees approved to work a four (4) day workweek are subject to the following conditions:

a. The flexible workday will be from 0600 to 1800.

b. Employees may elect a start time, in thirty (30) minute increments, between 0600 and 0730. This start time, once approved by the Employer, becomes the Employee's fixed schedule.

c. Core Time, the time during which all Employees must be on duty or on approved leave, is 0730-1130 and 1300-1630.

d. Employees will take a lunch break of thirty (30) to sixty (60) minutes between the hours of 1130 and 1300. Supervisors retain the right to establish and change parameters during which Employees may take a lunch break.

e. Employees will be paid for the number of hours scheduled when a holiday falls on a scheduled workday.

f. When an Employee on a compressed work schedule has three consecutive non-workdays scheduled off, and a holiday falls on one of these non-workdays, the following rules shall apply in designating a workday as the "in lieu of" holiday: when the holiday falls on the Employee's first non-workday, the preceding workday shall be designated

as the “in lieu of” holiday; when the holiday falls on the second or third non-workday, the next workday shall be designated as the “in lieu of” holiday.

g. A decision by the Employer will be made before the beginning of the pay period in which the TDY is scheduled, for the Employee to either:

(1) Remain on a four-day workweek; or

(2) Revert to regular tour of duty eight-hour workday observed at TDY site and, upon return from TDY, revert back to original AWS for next pay period (work schedule changes are required with rationale).

Section 8. Compressed Work Schedule - Five/Four-Nine Workweek. All Employees approved to work a Five/Four-Nine Workweek are subject to the following conditions:

a. The flexible workday will be from 0600-1730.

b. Employees may elect a start time, in thirty (30) minute increments, between 0600 and 0800. This start time, once approved by the Employer, becomes the Employee’s fixed schedule.

c. Core Time, the time during which all Employees must be on duty or on approved leave, is 0800-1130 and 1300-1530.

d. Employees will take a lunch break of thirty (30) to sixty (60) minutes between the hours of 1130 and 1300. Supervisors retain the right to establish and change parameters during which Employees may take a lunch break.

e. Employees will be paid for the number of hours scheduled when a holiday falls on a scheduled workday.

f. When an Employee on a compressed work schedule has three consecutive non-workdays scheduled off and a holiday falls on one of these non-workdays, the following rules shall apply in designating a workday as the “in lieu of” holiday: when the holiday falls on the Employee’s first non-workday, the preceding workday shall be designated as the “in lieu of” holiday; when the holiday falls on the second or third non-workday, the next workday shall be designated as the “in lieu of” holiday.

g. A decision by the Employer will be made before the beginning of the pay period in which the TDY is scheduled, for the Employee to either:

(1) Remain on a Five/Four-Nine compressed work plan; or

(2) Revert to regular tour of duty eight-hour workday observed at TDY site and, upon return from TDY, revert back to original AWS for the next pay period (work schedule changes are required with rationale).

ARTICLE XIII – PHYSICAL TRAINING FOR DSMTs

Section 1. Dual Status Military Technicians (DSMTs) are required by 10 USC to meet Conditions of Employment by maintaining military membership in the Army Reserve. DSMTs must maintain military standards by passing the Army Physical Fitness Test of record (APFT) and meet height and weight standards. Failure to maintain Army standards in these areas is considered within the Soldier's control, and subjects the employee to removal from the MilTech (MT) program and from the federal service as a civilian employee.

Section 2. Subject to Supervisory approval, DSMTs are authorized time for physical training (PT) as discussed below. Management retains the right to assign work and may cancel an Employee's scheduled physical training time and direct Employees to perform duties/work instead of participating in physical training without further negotiation with the union.

a. DSMTs are authorized one hour of duty time, three (3) days per week for physical training.

b. Physical training may not take place during overtime or compensatory time hours.

c. Participating employees will sign out at their duty location prior to departing for PT, and will sign in at their duty location when PT has concluded regardless of when PT is performed. Employees may be excluded from this requirement at the supervisor's discretion.

Section 3. Physical training activities must take place on site so management may revoke or suspend the physical activity in case of mission requirement. If facilities are unavailable on site to provide a safe physical exercise environment, supervisors may designate alternate exercise sites. Employees absent from their designated exercise site/duty location, or engaging in activities not conducive to physical fitness, may be charged Absent Without Leave (AWOL), have PT privileges revoked, and be subjected to formal disciplinary action. First violation may result in a revocation of privileges for 6 months, second violation may lead to revocation of privileges for 1 year. Once a privilege has been revoked, after the allotted timeframe, the employee may request reinstatement thru the action of his/her first line supervisor. Privileges may be permanently revoked after the third violation.

Section 4. If a DSMT is temporarily unable to participate in physical training for any reason, physical training hours will not be accumulated and carried over for later use in subsequent days or weeks. Performing work during otherwise scheduled physical training time does not entitle an Employee to either paid overtime or compensatory time.

Section 5. A doctor's release to exercise may be required when the supervisor has reason to question the employee's fitness for duty. Any costs related to the doctor's release are the responsibility of the employee. Employees should promptly report any

medical restrictions which may affect their participation to their supervisor. Employees with medical restrictions are precluded from engaging in health and fitness activities which violate these restrictions, to include activities which a reasonable person would view as possessing the potential to aggravate preexisting conditions.

Section 6. Department of Army Civilian (DAC), other than DSMTs, may be authorized to participate in the Army Reserve physical fitness program in accordance with current Department of the Army Policy Memorandum, United States Army Reserve, Civilian Physical Fitness Policy (CPFP), dated 27 May 2014, or subsequent revisions.

a. Employees participating in PT as a DSMT who transition to a non-DSMT position may apply for participation in the DAC program.

ARTICLE XIV – OVERTIME

Section 1. The decision as to whether overtime is required and necessary to accomplish the Employer's mission is an acknowledged function of the Employer. When assigning overtime, the Employer agrees to consider, but not be limited to, the following factors:

- a. Special skill requirements of the work.
- b. Special project requirements.
- c. Employees who are currently performing the same work during the duty day that is to be performed on overtime.
- d. Qualifications of Employees.
- e. Call back requirements.
- f. Familiarity of the Employee with work to be accomplished.
- g. Seniority, as determined by Service Comp Date.

Section 2. The Employer agrees to give consideration to relieving an Employee from a requirement to work overtime based upon receipt of a valid reason from the Employee.

Section 3. Employees will be compensated in accordance with applicable laws and regulations for all overtime performed.

Section 4. The Employer agrees to notify those Employees who are needed to work overtime assignments as far in advance as is practicable.

Section 5. When an Employee is required to return to his or her place of employment outside of their regularly scheduled tour of duty, they will receive a minimum of two (2) hours of overtime compensation regardless of whether the Employee is required to work the full two (2) hours.

Section 6. When mandatory overtime is required with the absence of qualified volunteers, then reverse seniority, as determined by Service Comp Date will be used.

ARTICLE XV – HEALTH AND SAFETY

Section 1. The Employer and the Union agree Employees should work in a safe and healthful environment in accordance with applicable laws and regulations. Employees are expected to be alert to unsafe practices, equipment and conditions in all areas that represent safety and health hazards and will report them to the Employer for the purpose of making such conditions or procedures safe. Employees are responsible for promptly reporting to the Employer any and all accidents in which they are involved or which they witness.

Section 2. The Employer agrees to furnish all special tools and protective clothing and equipment that Employees are required by the Employer to use or wear in the performance of their assigned duties as directed by appropriate regulations and directives. Employees are responsible for using, safeguarding, and properly caring for any such items issued to them; failure to do so may be grounds for disciplinary action against the Employee.

Section 3. The Employer, as required by applicable regulations to maintain a safe and healthful workplace, will conduct safety and health inspections or surveys.

ARTICLE XVI – DISCIPLINE

Section 1. The Employer and the Union recognize that public interest requires the maintenance of proper Employee discipline and compliance with work rules. Informal and formal disciplinary actions will be delivered in a professional manner which respects the privacy of both parties involved.

Section 2. Disciplinary actions will be consistent with applicable laws, regulations, established policies (such as OPM / 88th RD policies), and will be taken to promote the efficiency of the service.

Section 3. In cases of formal discipline, the Employer will notify the Employee of their rights in accordance with applicable laws, regulations, and entitlements of this agreement, in the final decision letter.

Section 4. The Employer agrees to provide the Employee and their representative, if any, an opportunity to review all reasonable and pertinent information used as a basis to effect disciplinary action. The Employer agrees to provide Employees an opportunity to respond to proposed disciplinary actions, unless the circumstances require the application of the exceptions to the notice and reply periods for those cases covered by the “Crime Provision” (reduced notification period) and furloughs in accordance with government-wide regulations under Title 5, Code of Federal Regulations, sections 752.404(d)(1) and (2). Additional time may be granted upon request, on an individual case basis.

ARTICLE XVII – DISPUTE RESOLUTION

The parties agree issues should be addressed and resolved at the lowest possible level in order to support and enhance the Employer’s mission. This agreement is grounded in a shared, overriding interest in delivering the highest quality products and services to the Employer and its customers. In this regard, the parties are committed to pursuing solutions that promote increased quality and productivity, customer service, quality of work life, Employee empowerment, mission accomplishment, efficiency, organizational performance and military readiness, while considering the legitimate interests of both the Union and Employer. All disputes, other than those resulting from formal disciplinary actions (Official Written Reprimands, Suspension of 14 days or less) must complete attempts at informal resolution prior to elevation to a formal grievance.

I. Informal Resolution

Section 1. Issues related to personnel policies and practices and other matters affecting working conditions of Employees within the bargaining unit that fall within the scope of the Employer’s bargaining authority will first be addressed with the immediate supervisor. Issues/Disputes will be raised within seven (7) days following the act or occurrence, or the date the Employee became aware of the act or occurrence from which the dispute arose. The Employee(s) and/or the Union Representative must identify on the Dispute Resolution Form (DR Form, **Appendix D**), the intent to engage in this process, and a summary of the issue(s) to be discussed. The Supervisor or designee will acknowledge receipt on the DR Form, and will be permitted sufficient time (normally 14 days) to review and prepare for discussion or investigate the issue as soon as possible. Supervisors engaged in direct conversation with Employees as part of this process will not be considered to have engaged in an Unfair Labor Practice.

Section 2. If efforts to resolve the issue at the lowest level are unsuccessful, then issues may be elevated within 7 days, in writing (along with the original DR Form) by the appointed Union Representative to the appropriate Directorate or Section Chief at the 88th RD HQ level, or designee. Issues elevated by other than the appointed Union Representative, or that have not been addressed with the immediate supervisor, will be

returned without action. Information provided will contain a detailed explanation of the issue, events, or circumstances involved, and a summary of the interaction with the immediate supervisor.

Section 3. Directorate or Section Chief may (normally within 14 days):

- a. Appoint an individual(s) to discuss, investigate, and respond to the identified issue.
- b. Personally discuss, investigate, and respond to the identified issue.
- c. Provide written notice of issue closure, including rationale.

Section 4. The parties recognize this process may not result in agreement on identified issues. Issues not successfully resolved during this process may, as permitted below, proceed to the formal grievance procedure.

II. Formal Grievance Procedure

Section 1. This procedure shall be the exclusive procedure available to the Employer, Union and Employees for resolving grievances within its coverage. The Employer and the Union agree to attempt to resolve grievances at the lowest possible level. The Union agrees to actively discourage Employees from filing grievances over frivolous or facetious matters.

Section 2. It is understood any Employee or group of Employees may present such grievances to the Employer without the representation of the Union, as long as the resolution of the grievance is consistent with the terms of this agreement and the Union has been given an opportunity to be present at any discussions between the Employer and the Employees regarding the grievance.

Section 3. The term "grievance" means any formal complaint not resolved through the informal process:

- a. By any Employee concerning any matter relating to the employment of the Employee;
- b. By the Union concerning any matter relating to the employment of any Employee;
- c. By any Employee, the Union, or the Employer concerning:
 - (1) The effect or interpretation or claim of breach of this agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 4. The following matters are excluded from the formal grievance procedure; however, there may be other procedures to resolve these issues (such as informal dispute resolution):

- a. Any claimed violation relating to prohibited political activities on the part of a Federal Employee.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for National Security reasons under Title 5, US Code, section 7532.
- d. Any examination, certification, or appointment regarding a hiring action.
- e. The classification of any position that does not result in the reduction in grade or pay of an Employee.
- f. Allegations of discrimination or commission of a prohibited personnel practice as defined in Title 5, US Code, section 2302(b)(1).
- g. Non-selection for promotion from a group of properly ranked and certified candidates.
- h. The content or interpretation of published Department of Defense or Department of Army policies or regulations, provisions of law, or regulations of appropriate authorities outside the Department of Defense, regardless of whether such policies, laws or regulations are quoted, cited, otherwise incorporated or referenced in this agreement.
- i. Notice of proposed action(s) or warning notices, the final action of which may be appealable under other procedures or grievable under this or other procedures.
- j. Separation/termination of temporary or intermittent Employees, on or before the expiration of the appointment, and Employees during their probationary/trial period.
- k. Actions where no form of personal relief to the Employee is available.
- l. Cancellation/suspension of duty time for performance of physical training for periods of 14 days or less.
- m. The substance of the elements of an employee's position description.
- n. The substance and the contents of a performance plan. However if the performance standards are not absolute, not consistent with the duties and responsibilities of the position, or not attainable, then the employee has the right to grieve.

- o. The assignment of ratings of record.
- p. Denial of a within-grade increase.
- q. Decisions to employ a Reduction in Force and the results of such reduction.
- r. Non-adoption of a suggestion or disapproval of a quality salary increase, performance award or any other discretionary award.
- s. Disputes arising out of the application of temporary promotion procedures.
- t. Any claims for back pay, overtime, or other compensation under the Fair Labor Standards Act (FLSA) or 5 CFR 550 or 5 CFR 551.
- u. Matters covered under Title 5, US Code, section 7512. This concerns actions involving removal, suspensions for more than fourteen (14) days, reduction in grade or pay, and furloughs for thirty (30) days or less.
- v. Unacceptable performance matters covered under Title 5, US Code, section 4303.
- w. The decision by either party to not extend the time limits of the grievance procedure.
- x. Any issue previously decided in an earlier grievance brought by the employee.
- y. Requirement to submit to a fitness for duty examination.
- z. Agency investigations into loss or damage to government appropriated and non-appropriated fund property to include findings of pecuniary liability for damage to government property as provided in AR 735-5, Property Accountability Policies.
- aa. Management's decision on requests for Voluntary Separation Incentive Pay (VSIP) or Voluntary Early Retirement Authority (VERA).

Section 5. Should an Employee or group of Employees initiate a grievance involving the interpretation or application of the agreement which needs an interpretation of published policy, regulation, directive, or provisions of law or appropriate authority outside the 88th RD and such policy, regulation, directive, or provision is an integral part of this agreement, a request for interpretation will be forwarded through command channels to the proponent of the regulation or policy for official interpretation. No hearing will be held. After receipt of the interpretation, the party initiating the grievance may proceed with processing the grievance through the procedures established in this Article, unless the interpretation received precludes such continuance. The interpretation of the regulation by the proponent agency will be binding on both the

Employer and the Union. If the request for interpretation is not answered within 30 days, grievance may proceed.

Section 6. Failure of the Employer to meet the time limits prescribed in this grievance procedure shall permit the Employee or the Union to move the grievance to the next step of the grievance procedure. Failure of the Employee or the Union to meet these time limits shall constitute termination of the grievance by the Employer. The time limits may be extended by mutual consent of the parties at any step of the grievance proceedings using the form at **Appendix B**. For the purposes of calculating time limits under these procedures, the day of an action or receipt of a document is not counted. The last day of the time limit is counted. Each day is counted unless it is a holiday.

Section 7. If an Employee or group of Employees desire representation under this Article, representation will be restricted to one Union representative, unless mutually agreed by both parties. Any designation or change in designation of Employee representative shall be in writing, using the form at **Appendix C**.

Section 8. The following procedures apply in processing Employee grievances covered by this agreement:

b. Formal Procedure - Step 1.

(1) Results of informal resolution may be elevated to a formal – Step 1 if the informal decision is not acceptable to the grievant. The Employee will submit the grievance in writing, using the form at **Appendix E**, to the designated Employer representative, within seven (7) days after receipt of the informal decision. The written grievance shall contain the details of the complaint, the date the incident occurred, applicable provisions of this agreement which are relevant to the grievance, the date of receipt of the informal decision and the desired corrective action personal to the grievant. A statement of matters unresolved by the informal process and any additional pertinent information will be added, along with a written designation of the grievant's representative, if any.

(2) The Employer will issue a written decision within ten (10) days after receipt of the grievance.

c. Formal Procedure - Step 2.

(1) If the aggrieved Employee is dissatisfied with the Step 1 decision, they may submit the grievance in writing to the designated Employer representative within seven (7) days of the date the Step 1 decision was received, provided the issue(s) presented are the same as those submitted at Step 1 and the grievant clearly states the reason why the Step 1 decision is unacceptable.

(2) All Union initiated or Employer initiated grievances will begin at the Formal – Step 2 level, and must be filed with the designated Union or Employer representative

within seven (7) days following the act or occurrence, or the date the Union or Employer became aware of the act or occurrence from which the dispute arose.

(3) When requested, the designated official may meet with the aggrieved in an effort to reach a satisfactory settlement or obtain additional information to enable them to render a final decision. The designated representative will issue a final written decision regarding the matter within twenty (20) days after receipt of the grievance, or within ten (10) days of the meeting with the grievant, whichever is later.

d. Mediation. Any grievance not satisfactorily settled upon the conclusion of the final grievance review will be submitted to mediation. A request for mediation must be submitted to the other party within seven (7) days of the final grievance decision. Mediation will be used before submission to arbitration unless both parties mutually agree to waive mediation. (See Article XVIII).

e. Arbitration. If the grievance is not settled satisfactorily upon the conclusion of mediation, the Employer or the Union may invoke arbitration. Employees may not invoke arbitration. Written notice invoking arbitration must be provided within thirty (30) days following unsuccessful mediation, or the final grievance decision if the parties agree to waive mediation. (See Article XIX).

f. If at any point in this grievance procedure the aggrieved party decides the matter has been resolved to their satisfaction, the decision shall be final and neither the Employer nor the Union shall take further action concerning the grievance.

Section 9. When the Union and the Employer agree that several Employees have filed identical grievances (where no individual variations are involved), the Union will select one case for processing under the grievance procedure. In processing one grievance for the group, the decision on the case selected will be binding on all other identical cases. Names of the Employees involved in this procedure will be made a part of the record of the case selected for processing; when a decision is made on the grievance, the Employer will individually notify each Employee/representative.

Section 10. A grievance will be canceled without decision upon termination of the Employee's employment with the activity or upon the death of the Employee, unless the requested relief has a monetary component.

Section 11. Temporary Duty (TDY) travel will not be authorized for the informal or formal process.

Steps	Union Action Officer	Time Limits	Employer Action Officer	Time Limits
Informal Resolution	Union Representative and/or Employee	7 days after, or become aware of, incident or action	Immediate Supervisor or their designee	Normally 14 days
Elevated Informal Resolution	Union Representative	7 days to elevate	Directorate or Section Chief or their designee	Normally 14 days
Grievance – Formal Step 1	Union Representative and/or Employee	7 days to elevate	Designated Employer Representative	10 days
Grievance – Formal Step 2	Union Representative and/or Employee	7 days to elevate	Designated Employer Representative	20 days or 10 days after meeting (whichever is later)
Union Initiated Grievance	Union Representative	7 days after, or become aware of, incident or action	Designated Employer Representative	20 days or 10 days after meeting (whichever is later)
Mediation	Union Representative	7 days after final grievance response	Designated Employer Representative	7 days after final grievance response
Arbitration	Union Representative	30 days following mediation (unless waived)	Designated Employer Representative	30 days following mediation (unless waived)

ARTICLE XVIII - MEDIATION

Section 1. If the parties fail to settle any grievance processed under the negotiated grievance procedure, either party may make a written request for mediation. A request for mediation must be submitted to the other party within seven (7) days of the final decision in the grievance review process, and will include a copy of the request for mediation submitted to the Federal Mediation and Conciliation Service (FMCS). Mediation will be used before submission to arbitration unless both parties mutually agree to waive mediation.

Section 2. The mediation process involves the use of a mediator who will attempt to help the parties settle the issue in a mutually satisfactory way. Mediation is an informal fact-finding process. Rules of evidence and examination of witnesses will not be used. All participants will be encouraged to offer information freely, as no record of the proceedings will be made.

Section 3. If a mutually satisfactory settlement is not reached through this process, either party may request the mediator to provide an opinion as to how the mediator thinks the grievance may be decided by an arbitrator.

Section 4. All fees and expenses of the mediator shall be shared equally by the Employer and the Union. Mediation hearings shall be held during the regular day shift hours of the basic workweek (Monday through Friday) in facilities provided by the Employer. The mediator's fees, per diem, or travel expense will not exceed those amounts authorized by applicable regulations.

ARTICLE XIX – ARBITRATION

Section 1. Arbitration will be used to settle unresolved grievances arising under Article XVII. Arbitration may only be invoked by the Employer or the Union. The request for a list of arbitrators (no more than 7) must be submitted by the party invoking arbitration to the Federal Mediation and Conciliation Service (FMCS) within thirty (30) days of the date of unsuccessful mediation. The party requesting arbitration will advise the other party of this intent concurrent with the request to FMCS.

Section 2. The Employer and the Union shall meet (in person or teleconference) within seven (7) days of receipt of the list of impartial arbitrators furnished by the FMCS. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. The party invoking arbitration will strike the first name.

Section 3. The Employer and the Union agree the arbitrator's fees and expenses shall be borne equally by both parties.

Section 4. The party invoking arbitration may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator. In such case, any accrued arbitrator's and/or recorder's fees and expenses will be borne by the party invoking arbitration. However, if the withdrawal of the grievance is based on the Employer and the Union entering into a settlement agreement and agreeing to settle the grievance prior to a final award by the arbitrator, the arbitrator's fees and expenses will be divided equally between the Employer and the Union.

Section 5. The arbitration hearing or inquiry shall be held during the regular day shift work hours of the basic workweek. The arbitration hearing will be held at a mutually agreed upon location or at an occupied Army location capable of holding a hearing, as determined by the arbitrator. The grievant, representative, and any Employee witnesses necessary to the proceedings, who are otherwise in a duty status shall be excused from duty without loss of pay or charge to annual leave to participate as required in the arbitration hearing. Employees whose attendance at a hearing or inquiry conflicts with their scheduled tour of duty will be allowed to adjust their tour for the day(s) on which their presence is necessary at the hearing or inquiry. Compensation will be limited to their regularly scheduled duty time, no premium pay or any form of compensatory time is authorized. Witnesses or subject matter experts, directed by the Employer to participate in arbitration hearings requiring travel, will be compensated/reimbursed for travel expenses in accordance with the Joint Travel Regulation.

Section 6. The arbitrator shall have the authority to resolve any question of arbitrability and to interpret this agreement. The arbitrator shall have no authority to add to or otherwise modify the terms of this agreement or DA policy.

Section 7. The arbitrator will render a decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearings, unless the Employer and the Union otherwise agree. The date which appears on the award shall be the date the award is mailed.

Section 8. The Employer and the Union agree questions regarding the interpretation or application of arbitration awards shall be returned to the arbitrator for clarification if requested by either the Employer or the Union.

Section 9. It is understood that where there is not mutual consent for obtaining a transcript, either party may elect to obtain such transcript at their own costs; however, the other party may not be privileged to such transcript except where they have equally shared total cost of obtaining the transcript.

Section 10. The Employer and the Union agree that either may choose to make their own written or typed recording of the arbitration. Employer or Union Audio recordings are prohibited.

ARTICLE XX – UNFAIR LABOR PRACTICE CHARGES

Section 1. The Federal Service Labor-Management Relations Statute, otherwise known as "the statute", provides for the Union, the Employer or an Employee to obtain relief if the Labor Relations Statute has been violated. Charges that the statute has been violated may be filed with the Federal Labor Relations Authority (FLRA) as Unfair Labor Practices (ULPs). The aggrieved party, by statute, has six (6) months in which to file a ULP Charge with the FLRA.

Section 2. In the interest of resolving disputes at the lowest possible level, the Parties agree to this "intent to file-ULP" process:

a. The Charging Party will first notify the Charged Party a ULP may have been committed. That initial notification will include the following:

- (1) The exact section of the statute which is alleged to have been violated;
- (2) A clear and concise statement of facts concerning the alleged violation;
- (3) The date, time, and place of the incident, if applicable; and
- (4) The relief sought.

b. Within fourteen (14) days of receipt of the above-referenced notification, the Charged Party will issue the Charging Party a Statement of Position regarding whether or not the Charged Party agrees an actual ULP has been committed.

c. If following the Charged Party response the dispute has not been resolved, the Charging Party may file its ULP Charge directly with the FLRA. The Chief of Staff (CoS) or Union President, or their designees, are the only ones who may file ULPs.

ARTICLE XXI – AWARDS

Section 1. A fair and comprehensive awards program is a valuable tool available to the employer for building and maintaining a healthy and inspired work force. The employer will encourage employees to perform their duties in an efficient and industrious manner so they may qualify for appropriate types of recognition and performance awards. The awards program shall be administered fairly and equitably for all employees and without regard to age, sex, race, handicap, religion, union affiliation, national origin, or lifestyle considerations.

Section 2. Awards will be administered I.A.W. all applicable rules and regulations. Employees are empowered to nominate other employees for consideration of any

available award. Management is under no obligation to nominate or approve an employee for an award.

ARTICLE XXII – REDUCTION-IN-FORCE AND TRANSFER OF FUNCTION

Section 1. The Employer agrees the following procedures will be used in the accomplishment of a Reduction-in-Force (RIF) or a Transfer of Function (TOF):

a. The Union will be informed in writing of an impending RIF/TOF as early as possible.

b. The Union will receive a follow-up briefing regarding the reason(s) for the RIF/TOF; the approximate number and types of positions possibly effected; and the planned effective date of the action.

Section 2. The Employer agrees Employees effected by RIF/TOF will be afforded all applicable statutory and regulatory rights and privileges, to include programs designed for the placement of excess Employees.

Section 3. The Employer agrees eligible Employees have the right to be registered in the Employer's Priority Placement Program in accordance with applicable regulations.

ARTICLE XXIII – COMMERCIAL DRIVERS LICENSE

Section 1. Operators of vehicles requiring a Commercial Driver License (CDL) must have a valid CDL issued by their home state. The Employer determines which positions require a commercial driver's license as a condition of employment. Changes in Conditions of Employment for existing Employees will result in notification to the Union for potential negotiation.

Section 2. Employees hired for positions that specifically require motor vehicle operation as their primary duty must obtain a CDL within 30 days of the hire date. Employees hired for any other designated positions must obtain a CDL within 180 days of the hire date. Extensions will be considered on a case by case basis.

Section 3. CDL positions are Testing Designated Positions (TDP) for the drug and alcohol testing program.

Section 4. The Employer will provide training IAW applicable regulations and allow the employee to use a government vehicle for training and testing during duty hours. Employees must obtain permission from their first line supervisor, or designee, prior to

using the vehicle for this purpose. The Employee will be authorized duty time for the initial test, one re-test, and renewal tests.

Section 5. Employees will be responsible for all licensing and testing fees required by the state administering the test.

Section 6. As required under Department of Transportation Regulations, officially required CDL holders who lose, or cannot obtain, a CDL will be required to notify the immediate supervisor. Written notification must be made at the beginning of the employee's next scheduled workday after loss, or discovery that a CDL cannot be obtained.

Section 7. Any Employee who fails to obtain and/or maintain a CDL will have failed to meet one of their conditions of employment and may be subject to termination of employment. In lieu of termination, an Employee may request, in writing to the immediate supervisor, assignment to a position without a CDL requirement, through voluntary reassignment or change to lower grade actions. All requests should indicate if the Employee is willing to accept assignments at locations other than their current duty location, and, if applicable, acknowledge any move would be at no expense to the Employer. Requests will be considered on a case by case basis.

ARTICLE XXIV – PROMOTIONS

Section 1. Promotions will adhere to all applicable rules and regulations and hiring practices and guidance of the 88th RD (i.e. USARC, Office of Personnel Management [OPM], Merit Promotion Plan).

Section 2. Disputes arising out of failure to follow applicable rules and regulations and hiring practices and guidance of the 88th RD (i.e. USARC, OPM, Merit Promotion Plan) shall be processed in accordance with the negotiated grievance procedure. Non-selection is excluded as a grievable matter.

Section 3. Selections for temporary promotions in excess of 120 calendar days will be made through competitive procedures.

Section 4. Nothing in this article, either implied or expressed, shall affect the authority of the Employer to fill positions from among properly ranked and certified candidates for promotion or from any other appropriate source, in accordance with applicable rules and regulations.

ARTICLE XXV – DETAILS

Section 1. In accordance with The OPM Guide to Processing Personnel Actions, a detail is a temporary assignment to a different position for a specified period when the Employee is expected to return to his or her regular duties at the end of the assignment. Details in excess of 30 days, may result in an SF 52. Details in excess of 120 calendar days will result in an SF 50.

Section 2. Management reserves the right to select the Employee who can most effectively accomplish the work and when practical, will rotate these assignments. Details to higher-graded positions in excess of 120 calendar days will be made through the use of competitive procedures. Details are not intended to deny an Employee a temporary promotion.

ARTICLE XXVI – DURATION OF AGREEMENT

Section 1. In accordance with 5 USC 7114(c), the agreement between the parties will be submitted to the Head of the Agency or his designee to determine compliance with applicable laws, rules, and regulations. If the final Agency Head decision is that one or more sections of the agreement are disapproved or otherwise deemed nonnegotiable, those sections will be severed from the remainder of the Labor-Management Agreement and all other sections of the Agreement will go into effect.

Section 2. This agreement shall remain in full force and effect for thirty-six (36) months from the date approved by the Agency Head or the 31st day after execution by the Commander, whichever is earlier.

Section 3. The termination date of the agreement shall be considered to be 11:59 p.m. on the day prior to the anniversary of the date identified by Section 2.

Section 4. This agreement shall henceforth be automatically renewed from year to year unless either the Employer or the Union gives the other party written notice of intent to propose changes, either in its entirety or in part. Such notice must be submitted to the other party not more than one hundred and twenty (120) or less than sixty (60) days prior to the anniversary date and each year thereafter, of its intention to reopen and amend, modify, or terminate the agreement. When such notice is given, the Employer and the Union shall meet for the purpose of negotiating the amendments or modification not later than thirty (30) days prior to the anniversary date.

Section 5. During the duration of this agreement, either party may notify the other in writing of its desire to negotiate supplements to this agreement. Supplements normally will be limited to changes required by applicable laws and regulations of higher authority which affect bargaining unit Employees, including Executive Orders, court decisions, agency regulations and decisions of the Federal Labor Relations Authority. If there are

Memorandum of Understanding (MOUs), Memorandum of Agreement (MOAs) negotiated subsequent to this agreement, each MOU or MOA will identify the date or event that will cause the subsequent MOU or MOA to expire, be consecutively numbered, be dated by calendar year, and submitted for agency head review. The agency will distribute any new MOUs or MOAs to the union and all employees. Any new MOUs or MOAs will carry the same authority as this agreement.

Section 6. The Parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this agreement.

Section 7. This agreement supersedes all prior agreements or past practices between the Parties and constitutes the entirety of the agreement between the parties. All Memorandum of Understanding (MOUs), Memorandum of Agreement (MOAs), or other side agreements (written or unwritten to include any past practices) between the union and the agency are hereby rescinded with the effective date of this agreement.

ARTICLE XXVII – PRINTING AND DISTRIBUTION OF THE AGREEMENT

Section 1. The Employer agrees to print and furnish to every manager and supervisor one copy of the negotiated agreement. The Employer will provide to the Union one digital, and 100 paper copies of the contract. The Union will be responsible for further distribution. The Agreement will also be available on the 88th RD's SharePoint accessible through the 88th RD's web home page.

Section 2. Additional copies of the agreement will be printed as mutually agreed upon. The copies will be bound with a blue cover with logos of American Federation of Government Employees and the Agency.

Appendix A

Request for Official Time



REQUEST FOR OFFICIAL TIME



SECTION I – TO BE COMPLETED BY EMPLOYEE OR UNION REPRESENTATIVE

 Name of Steward/Employee Duty Location Date of Request

Time and Date of Activity: _____

Estimated Length: _____

Case Number(s) – if applicable: _____

Nature of Business: _____

Location to Which Going: _____

Worksite

Other (Specify)

Signature of Steward/Employee

SECTION II – TO BE COMPLETED BY SUPERVISOR

Approved/Disapproved (Circle one)

Signature

Date

REASONS (TO BE COMPLETED IF DISAPPROVED) _____

Type of Activity: Negotiations (BA); Representational Activities (BK); Employer/Union Meetings (BD) (Circle one if approved)

SECTION III – MUST BE COMPLETED UPON DEPARTURE AND RETURN

a. Departure

_____ TIME OUT (Hour and Minutes)	_____ Date	_____ Employee Initials	_____ Supervisor Initials
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b. Return

_____ TIME IN (Hour and Minutes)	_____ Date	_____ Employee Initials	_____ Supervisor Initials
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Total Time: _____

Appendix B

Agreement to Extend Time Period for Grievance



Agreement to Extend Time Period for Grievance



(Grievant or Union Representative) _____ and
(Supervisor or Employer Representative) _____
mutually agree to extend _____'s

(Name of Grievant's Supervisor or Employer Representative/Grievant or Union
Representative) time to respond with respect to the following action: _____

This action is now due on the _____ day of _____, 20_____.

(Grievant or Union Representative's Signature) (DATE)

(Supervisor or Employer's Representative's Signature) (DATE)

Note: Any step in the grievance procedure may be extended by mutual consent, in writing, by the grievant or the Union representative acting upon the grievant's behalf, and the management representative. The extension must refer to the action being extended, i.e., "Supervisor's response to Step 1 grievance" or "Grievant's time to file Step 2 grievance appeal." Also, clearly state the date the action is due.

Attach a copy of this extension to the grievance documentation.

Appendix C

Designation of Personal Representative



Designation of Personal Representative



I, _____, hereby designate
(Employee's Name)

_____ (Representative's Name)

AFGE, to represent me in my _____ (Type of Action)

which is being filed under _____ (Authority for Action)

over the issue(s) of _____

Employee Office & Personal Phone: _____ Facility: _____

The aforementioned representative has full authority to act on my behalf with respect to this matter and should be allowed to view any and all official or unofficial records pertinent to my employment in the Federal Service, subject to any exceptions and limitations stated below. This authority shall extend until such time as I, expressly and in writing, designate another individual to represent me in this matter or the issue has been resolved. Reference Public Law 95-454.

SIGNATURE

DATE

Representative Limitations: () None () Specific limitations as follows:

My representative can be contacted at: _____
(Daytime Phone)

(Email Address)

Appendix D

Dispute Resolution Form



88th RD/AFGE Dispute Resolution Form



Name: _____ Job Title: _____ Organization: _____

Email Address: _____

Address: _____ Phone: _____

Immediate Supervisor: _____ Phone: _____

Date Issue/Dispute Occurred: _____ Date Presented to Supervisor: _____

Supervisor Acknowledgement of Receipt: _____

Provisions of Agreement, Agency Regulations, Law, etc., violated, if any:

Statement of Issue/Dispute (Add continuation sheet(s), if necessary):

List Attached Supporting Documentation:

Personal Relief Expected:

Employee's Signature Date

Union Representative Signature (if any) Representative's Phone Number

Employer response (add continuation sheet(s), if necessary):

Employer Representative Signature Date

*If response is not acceptable, Union Representative may elevate to applicable Division/Section Chief using attached continuation sheet.



88th RD/AFGE Dispute Resolution Continuation



Union Representative: _____ Organization: _____

Email Address: _____

Address: _____ Phone: _____

Directorate or Section: _____ Phone: _____

Date Presented: _____

Additional explanation of Issue/Dispute/Events/Circumstances not annotated above
(add continuation sheet(s), if necessary):

Summary of interaction with immediate supervisor (add continuation sheet(s), if necessary):

Union Representative Signature

Date

Director/Section Chief or appointed individual(s)'s response:

Employer Representative Signature

Date

Appendix E

88th RD/AFGE Grievance Form



88th RD/AFGE Grievance Form



Name: _____ Job Title: _____ Unit: _____

Address: _____ Phone: _____

Immediate Supervisor: _____ This is Step ___ of Grievance Procedure

Date Incident Occurred: _____ Date Grievance Presented: _____

Provisions of Agreement, Agency Regulations, Law, etc., violated, if any:

Statement of Grievance by Employee (Add continuation sheet(s), if necessary):

List Attached Supporting Documentation:

Personal Relief Expected:

Employee's Signature

Date

Union Representative
Signature (If Any)

Representative's Phone Number