



# **NEGOTIATED AGREEMENT BETWEEN**



**HEADQUARTERS, 101ST AIRBORNE DIVISION (AIR ASSAULT)  
AND FORT CAMPBELL**

**U.S. ARMY INSTALLATION MANAGEMENT COMMAND - FORT CAMPBELL**

**U.S. ARMY MEDICAL DEPARTMENT ACTIVITY - FORT CAMPBELL**

**U.S. ARMY DENTAL ACTIVITY - FORT CAMPBELL**

**U.S. ARMY SIGNAL NETWORK ENTERPRISE CENTER - FORT CAMPBELL**

**U.S. ARMY LOGISTIC READINESS CENTER - FORT CAMPBELL**

**AND**

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 2022  
(AFL-CIO)**



**FORT CAMPBELL, KENTUCKY  
EFFECTIVE DATE 13 MAY 2015**





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# PREAMBLE

We jointly resolve that a positive relationship between labor and management as partners is essential to ensure that Fort Campbell meets its' mission and delivers the highest quality service to the customer. We further recognize that our labor-management partnership requires mutual respect and understanding, is a two way street of cooperation and requires the free flow sharing of pre-decisional information. We agree that partnership means that decisions are based on consensus, that it requires joint training and is an evolutionary process.

In using these guidelines as partners, we will strive to produce high quality services and products as an integral part of mission accomplishment, provide continuous learning for employees, recognize our employees as valuable assets who deserve a worker oriented workplace and structure teams at appropriate levels within the workplace to implement the partnership concept of joint problem solving. We agree to provide joint alternative dispute resolution training for employees, ensure open communication, mutual respect and trust among both management and employees and to remove barriers to enhanced productivity, flexible work processes, improved working conditions and continuous quality improvement.

Finally, we agree to bargain in good faith, over any appropriate workplace issues with the objective of reaching an agreement which integrated the interests of all stakeholders; employees, Union, management, consumers and the public.

## **ARTICLE 1**

### **PURPOSE/ADMINISTRATION**

#### **Section 1-1**

Pursuant to 5 U.S.C. Chapter 71, this is a Collective Bargaining Agreement (CBA) between Headquarters, 101st Airborne Division (Air Assault) and Fort Campbell, U.S. Army Medical Department Activity, Fort Campbell, U.S. Army Dental Activity, Fort Campbell, U.S. Army Installation Management Command, Fort Campbell, U.S. Army Signal Network Enterprise Center, Fort Campbell, U.S. Army Logistic Readiness Center, Fort Campbell, (hereinafter referred to as the Employer) and American Federation of Government Employees, Local 2022 (hereinafter referred to as the Union).

#### **Section 1-2**

In the administration of all matters covered by this CBA, the Employer and the Union are governed by 5 U.S.C. Chapter 71, 5 U.S.C 2302, existing or future laws, and the regulations of appropriate governmental authorities, by agency policies and regulations in existence at the time the CBA was approved, and by subsequently negotiated agency policies and regulations required by law or by the regulations of appropriate authorities not addressed in this CBA and then only if presented to the Union for review, comments or negotiations, when appropriate.

#### **Section 1-3**

Whenever language in this CBA refers to specific duties or responsibilities of a specific supervisor or management official, it is intended to identify the supervisor/manager delegated the responsibilities to perform the function, and is not intended to restrict the Employer's right to assign work.

#### **Section 1-4**

In the administration of this CBA, unless otherwise noted, the time limits specified will be counted in calendar days. If the time limit falls on a non-business day (Saturday, Sunday or Holiday), the time limit will be extended to 1500 hours on the next regular business day.

#### **Section 1-5**

Masculine or feminine pronouns appearing in this agreement refer to both genders unless the context indicates another use.

## **ARTICLE 2**

### **EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT**

#### **Section 2-1**

The Employer recognizes the Union as the exclusive representative of all employees in the unit as defined in Section 2-2.

#### **Section 2-2**

The unit includes, and this CBA applies to, all civilian Appropriated Fund (AF) and Non-appropriated Fund (NAF) employees of the bargaining unit except:

- a. Management officials and supervisors
- b. Professional employees, except for those assigned to MEDDAC
- c. Employees engaged in federal personnel work in other than purely clerical capacity
- d. Temporary employees with appointment of one year or less
- e. Confidential employees
- f. Off-duty military personnel

NOTE: Temporary employees with service of more than one year at Fort Campbell are included in the bargaining unit.

NOTE: It is understood that military personnel, whether on-duty or off, are excluded from coverage in the bargaining unit.

## **ARTICLE 3**

### **DURATION AND CHANGES OF AGREEMENT**

#### **Section 3-1**

This agreement will remain in full force and effect for five years from the date of approval by the Field Advisory Service. Upon mutual agreement, either party may reopen the contract at any time they determine necessary.

### Section 3-2

This and the following Articles constitute the entire CBA and there shall be no side agreements or understandings, written or implied, other than those embodied in this CBA. The Parties have had the full opportunity to raise any and all issues during the negotiation process, and this CBA represents the sum total of the terms and conditions which the Parties agree to abide by for its five year duration. However, additions, modifications or deletions may be renegotiated upon mutual consent of the parties. This CBA has the full force and effect of regulations.

### Section 3-3

Either party may give written notice to the other, not more than 105 days nor less than 60 days prior to the contract expiration date, and each subsequent expiration date, for the purpose of renegotiating this agreement. The present agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved.

### Section 3-4

If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for one year periods, subject to the provisions of this Article.

### Section 3-5

It is understood that if a particular provision of this CBA is subsequently found to be contrary to the requirement of law, regulations of appropriate authorities outside the agency or agency regulation for which there is compelling need, that provision of this CBA shall be deemed void and unenforceable. It is also understood that in such an event, the parties will meet within 30 calendar days following that determination to determine whether or not negotiations are appropriate.

### Section 3-6

The Employer will discuss and negotiate, when appropriate, with the Union before making changes of prior benefits, practices, and understandings which have been mutually acceptable to the Employer and the Union, but which are not specifically covered in this CBA. Notification will be made using Appendix A. Failure of the Union to respond orally or in writing within 14 calendar days of any request, or to request an extension of consideration time, will be prima facie evidence that the Union accepts the proposed change for implementation. Such extension of consideration time will not exceed 14 calendar days unless otherwise agreed upon.



## **ARTICLE 4**

### **DEFINITIONS**

#### **24-Hour Operations**

The following is a list of 24 hour operations currently on Fort Campbell KY: CAAF Air Traffic Controllers; Police Services, Fire Services; Child and Youth Services; MEDDAC Department of Emergency Medicine, Emergency Medical Services, Pathology, Radiology, Inpatient 4 AB, Labor & Delivery, Mother-Baby Unit, Inpatient Pharmacy, ICU.

#### **Absent without leave (AWOL)**

Any absence from duty which has not been approved or authorized and for which pay must be denied to the employee.

#### **Administrative Furlough**

A planned event by an agency that is designed to absorb reductions necessitated by reduced funding, lack of work or any other budget situation other than a lapse in appropriations. Furloughs resulting from sequestration would generally be considered administrative furloughs.

#### **Administrative Workweek**

Refer to Article 14-1 (AF) or Article 15-1 (NAF)

#### **Adverse Actions**

An action that is appealable to the Merit System Protection Board (MSPB). Adverse actions are usually referring to removals, suspensions for more than 14 days (including indefinite suspension), reduction in grade or pay, and furlough for 30 days or less. These actions are subject to the statutory/regulatory appeals process as outlined in 5 United States Code (U.S.C.) and 5 Code of Federal Regulations (CFR). See AR 215-3 for NAF.

#### **Agency**

An executive agency (including non-appropriated fund instrumentality) described in section 2105 of 5 U.S.C. 71. See 5 U.S.C. 7103a (3).

#### **Alternate Discipline**

Refer to Article 31

#### **Alternative Dispute Resolution (ADR)**

ADR is a process in which a neutral third party assists the disputants in reaching an amicable resolution through the use of various techniques. ADR describes a variety of approaches to resolve conflict which avoid the cost, delay, and unpredictability of the traditional adjudicatory processes while at the same time improving workplace communication and morale. Refer to Article 32 and Appendix G.

**Appropriated Fund (AF)**

A person employed by the United States Government and paid from funds appropriated by the Congress of the United States.

**Career Ladder Promotion**

A promotion without further competition of an employee who was appointed in the competitive service from a civil service register, by delegated examining authority, by direct hire, by noncompetitive appointment or noncompetitive conversion, or under the competitive promotion procedures of this plan for an assignment intended to prepare the employee for the position being filled (the intent must be made as a matter of record and career ladders must be documented).

**Collective Bargaining Agreement (CBA)**

An agreement entered into as a result of collective bargaining pursuant to the provisions of Chapter 71 of Title 5 of the U.S. Code. Also known as the Negotiated Agreement or the Union Contract.

**Conditions of Employment**

Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions. It does not include policies, practices and matters;

- a. Relating to political activities prohibited under Subchapter III of 5 U.S.C. Chapter 73.
- b. Relating to the classification of any position.
- c. To the extent such matters are specifically provided for by Federal statute.

**Confidential Employee**

An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

**Core Hours**

The hours of each work day that the employee is expected to be at work when participating in a Flexible Work schedule (1000 hrs to 1400 hrs).

**Critical Elements**

A work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an Employee's overall performance is unacceptable. All critical elements to be used for performance appraisals will be directly related to the Employee's assigned duties.

**Day**

A calendar day unless otherwise specified.

**Detail**

A temporary assignment to a different position for a specified period when the employee is expected to return to his regular duties at the end of the assignment. (An employee who is on detail is considered for pay and strength count purposes to be permanently occupying his regular position.)

**Dues**

The regular biweekly or periodic amounts required to maintain unit members in good standing in the Union.

**Electronic Recording Devices**

Any electronic device that may be used to record audio, video or both.

**Employee Assistance Program (EAP)**

Job-based program designed to help employees and their family members with problems that may affect their well-being and their ability to do their job. Refer to Article 36.

**Employee(s)**

Employees of the recognized bargaining unit as described in Article 2, represented by the American Federation of Government Employees (AFGE), Local 2022.

**Employer**

Headquarters, 101st Airborne Division (Air Assault) and Fort Campbell, U.S. Army Medical Activity, Fort Campbell, U.S. Army Dental Activity, Fort Campbell, U.S. Army Installation Management Command, Fort Campbell, U.S. Army Signal Network Enterprise Center, Fort Campbell, U.S. Army Logistic Readiness Center, Fort Campbell (hereinafter referred to as the Employer).

**Essential Employee**

An employee who is prepared for participation in support of humanitarian missions, disaster relief, restoring order in civil disorders, drug interdiction, operations, contingencies, emergencies, and war.

**Excepted Employees**

Employees who are funded through annual appropriations who are nonetheless excepted from a furlough because they are performing work that, by law, may continue to be performed during a lapse in appropriations. Excepted employees include employees who are performing emergency work involving the safety of human life or the protection of property or performing certain other types of excepted work.

**Exempt Employee (Furlough)**

An employee who is not funded by annually appropriated funds and is therefore not affected by a lapse in appropriations.

**Exempt Employee (FLSA)**

An employee who is exempt from the overtime pay provisions outlined in the Fair Labor Standards Act as determined by the classification of the position.

**Family Member (Leave purposes only)**

Relatives of the employee are defined as:

- a. Spouse, same sex spouses (a partner in any legally recognized marriage, regardless of the employee's state of residency") and parents thereof
- b. Children, including adopted children and spouses thereof
- c. Parents
- d. Brothers and sisters, and spouses thereof
- e. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship
- f. Domestic Partner and parents thereof, including domestic partners of any individual in paragraph (a) through (e) above

**Family Member (FMLA purposes only)**

Relatives of employee are defined as parents, spouse, son or daughter. Parents include in loco parentis if the employee was raised by someone other than his/her parents. Son or daughter means biological, adopted or foster child; a legal ward; or a child of a person standing in loco who is under the age of 18 or over 18 and incapable of self-care because of a mental or physical disability. Physical or mental disability refers to a physical or mental impairment which substantially limits one or more of the major activities of an individual. Spouse means a partner in a legally recognized marriage, regardless of the employee's state of residency.

Member for the purposes of FMLA under the Wounded Warrior Program is defined as spouse, son, daughter, parent or next of kin.

**Firefighter(s)**

Employee engaged in the performance of work directly connected with the control and extinguishment of fires or the maintenance and use of firefighting apparatus and equipment.

**Formal Discussion**

A meeting between one or more employees and one or more representatives of the Agency concerning any grievance (to include settlement discussions) or any personnel policy or practice or other general condition of employment.

**Furlough**

Shutdown and administrative furloughs are actions that place employees in a temporary non-duty and/or non-pay status because of lack of work/funds or for other non-disciplinary reasons. Furloughs for 30 calendar days or less shall be taken in accordance with procedural requirements in Chapter 75 of Title 5 United States Code (U.S.C.) and 5 Code of Federal Regulations (CFR) Part 752 or AR 215-3.

**Grievance**

Any complaint by any employee concerning any matter relating to the employment of the employee; by any labor organization concerning any matter relating to the employment of any employee; or by any employee, labor organization, or agency concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Inclement Weather Personnel (IWP)**

(Formerly called "essential") An employee who is required to report for duty as scheduled (or remain in a duty status until released) in the event of inclement / hazardous weather to provide essential services, as designated by the supervisor.

**Informal Actions**

Oral and written measures management uses to communicate the rules and expectations to employees to correct their behavior, and to put them on notice of the possible consequences (progressive discipline) if they commit another offense in the future. For less severe misconduct committed by an employee, an informal disciplinary action such as an oral admonishment or written counseling is typically an appropriate action. Formal actions may be taken for more egregious misconduct committed by an employee. In ascending order of severity, formal actions are letters of reprimand, suspensions, change to lower grade and/or pay, and removals.

**Letter of Reprimand (LOR)**

A form of formal discipline used in place of an adverse action.

**Management Official**

An individual employed by the agency in a position having duties and responsibilities which require or authorize the individual to formulate, determine, or influence the policies of the agency.

**Maxi-Flex**

An alternate flexible work schedule.

**MEDCELL**

The Army's centralized provider of external civilian recruitment for designated Direct Hire and Delegated Examining occupations involved in providing direct patient care.

**Mission Critical Emergency Employees**

These employees are expected to remain in contact with their supervisors at all times during any closure situation and may be called to work. Examples would include weather situations or a furlough.

**Nexus**

Refers to the connection that must exist between conduct and behavior forming the basis for an adverse action and the discernible or foreseeable negative impact the conduct or behavior has on an agency's operations. Nexus comes into play twice in most adverse actions. First, establishing nexus is necessary to prove that the action promotes the efficiency of the service. Second, nexus is often a factor in determining the appropriate penalty for the conduct or behavior.

**NF Employee**

"White collar" NAF employees whose pay is fixed within a minimum and maximum of the pay band level assigned to their position IAW applicable regulations, policies, and guidance and whose salaries are generated by the morale, welfare and recreational programs on the installation.

**Non-appropriated Fund (NAF)**

A person employed by a non-appropriated fund instrumentality (an activity that acts in its own name to provide or assist other DoD organizations in providing morale, welfare, and recreational programs for military personnel, their family members, and civilian employees) and whose salaries are paid from monies generated by the morale, welfare and recreational programs on the installation.

**Official Personnel Folders (OPFs)**

Administrative records used by the government to make accurate employment decisions throughout a Federal employee's career. The government uses these documents to: establish and reinstate Federal employment, to verify and show the validity of Federal employment, to verify military service credit for leave, reduction-in-force or retirement, and to record an employee's choices under the Federal benefits program.

**Party (ies)**

The signatories to this Agreement (e.g. the Union, the Employer or both collectively).

**Performance Standard**

The management-approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. Performance Standards shall be reasonable, attainable and related to the position description. A performance standard may include, but is not limited to, quality, quantity, timeliness and manner of performance.

**Personal Relief**

A specific remedy directly benefiting the grievant(s). It may not include a request for action (e.g. disciplinary action) that affects another employee.

**Position Description (PD)**

A statement of the major duties, responsibilities, and supervisory relationships of a position. In its simplest form, a PD indicates the work to be performed by the position. The purpose of a PD is to document the major duties and responsibilities of a position, not to spell out in detail every possible activity during the work day.

**Professional Employee**

An employee engaged in the performance of work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (e.g. as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities); requiring the consistent exercise of discretion and judgment in its performance; which is predominantly intellectual and varied in character (e.g. as distinguished from routine mental, manual, mechanical, or physical work); and which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time; or an employee who has completed the courses of specialized intellectual instruction and study and is performing related work under appropriate direction or guidance to qualify the employee as a professional employee. (Refer to 5 U.S.C. 7103(a) (15) for further definition.)

**Service Computation Date (SCD)**

There are four types of SCDs: Leave, Retirement, Thrift Savings Plan, and Reduction-In-Force (RIF). SCD for leave is used for seniority/inverse seniority. SCD determines an employee's eligibility for a specific benefit or entitlement.

**Supervisor**

An individual employed by an agency having authority in the interest of the agency 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 judgment; except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time in exercising such authority.

**Unfair Labor Practice (ULP)**

An unfair labor practice (ULP) is a violation of the Federal Service Labor-Management Relations Statute (the Statute), 5 U.S.C. Chapter 71.

**Union Representative**

A member of a labor organization who has been designated, by election or written appointment, to act on behalf of bargaining unit employee(s).

## **ARTICLE 5**

### **RIGHTS & OBLIGATIONS OF EMPLOYEES**

#### **Section 5-1 General**

Employees have the right to expect and pursue conditions of employment which promote and sustain human dignity, self-respect and the Army Values.

#### **Section 5-2 Union Membership (General)**

Each employee shall have the right to form, join and 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. This right includes the right to act as a Union representative and the right in that capacity to present the views of the Union to heads of Agencies and other officials of the Executive branch of the Government, the Congress or other appropriate authorities and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this section.

#### **Section 5-3 Rights to Union Representation**

- a. Employees shall be granted a reasonable amount of time during working hours to (the determination as to what constitutes a "reasonable" amount of time will be made on a case by case basis between the supervisor and the employee):
  1. Secure advice from Union representatives concerning their rights and obligations under this CBA.
  2. Obtain information or assistance from Union representatives pertaining to their grievances and/or appeals or other employment matters.
  3. Prepare their grievances or appeals.
- b. In exercising these rights:
  1. The employee shall obtain permission from his first-line supervisor prior to departing the work area.



2. If for any reason that supervisor is not available, the employee will obtain permission from the acting or second line supervisor in the employee's work area.
3. A supervisor may require an employee to temporarily delay his departure, if the employee's absence will unduly disrupt work.
4. If an employee's request is denied, the Supervisor will provide a written reason for the denial and advise him when he can be released.
5. The employee is entitled to Union representation during an administrative examination or investigation, if indicated or requested by the employee. The employee will be provided a copy of their statement at the end of the meeting.

#### Section 5-4 Disparate Treatment

Employees will not be treated disparately based on political affiliation, Union activity or marital status.

#### Section 5-5 Use of Electronic Recording Devices

Personally owned electronic devices will not be used for surveillance.

#### Section 5-6 Access to Documentation

In accordance with Government-wide regulations, upon written request, the employee may review and receive copies of any document specific to them that is maintained under their name or other personal identifiers maintained in the supervisor's or other personnel folders. An employee who refuses to sign a document will be provided a copy of the document indicating "Employee Refused to Sign" before it is placed in his personnel record.

#### Section 5-7 Off Duty Conduct

Employees shall have the right to direct and fully pursue their private lives, personal welfare and personal beliefs. Off-duty conduct may impact your federal employment.

#### Section 5-8 Protected Activity

Employees shall be protected against reprisal for the lawful disclosure of information, which the employee reasonably believes is:

- a. A violation of law, rule, or regulation, or

- b. Gross mismanagement, gross waste of funds, abuse of authority, or substantial and specific danger to public or employee health and safety.

#### Section 5-9 Orders / Instructions

An employee has the right to refuse orders / instructions that would require the employee to violate a law. The employee should raise the concern to the supervisor/management official giving the order/instructions for clarification. When an employee believes he/she has been given conflicting instructions, the employee will report the conflict to the first line supervisor, execute the instruction and address it after the fact.

#### Section 5-10 Counseling

Counseling shall be timely and designed to encourage employee's improvement and correct behavior.

#### Section 5-11 Administrative Investigations

The employee will be entitled to Union Representation during an investigation, if indicated or requested by the employee. The employee will be provided a copy of his signed statement at the end of the investigatory meeting.

#### Section 5-12 Group Meetings

Group meetings of employees serve as a useful means of communication. Regular and periodic group meetings may be held within each service, department or unit to discuss and exchange information, issues and concerns and to provide feedback.

#### Section 5-13 Surveys

Employees may participate voluntarily and with non-attribution during duty hours.

### **ARTICLE 6**

### **RIGHTS AND OBLIGATIONS OF THE UNION**

#### Section 6-1

The Union, as the exclusive representative of employees of the bargaining unit, shall be entitled to act for and on behalf of those employees in the negotiation and the administration of this CBA. The Union shall be responsible for representing the interests of all such employees without discrimination and without regard to labor organization membership.

## Section 6-2

The Union retains the right to designate its stewards in representing employees.

## Section 6-3

The Union shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more employees and one or more representatives of the Agency concerning any grievance (to include settlement discussions) or any personnel policy or practice or other general conditions of employment.
  1. This right to be represented does not extend to informal discussions between an employee and a supervisor concerning a personal problem, performance counseling or work methods and assignments.
  2. The Union will be given advance notice of at least two business days of any formal discussions that are to be held. The advance notice period may be lessened if management has been prevented from doing so due to an emergency.
  3. At the start of each formal discussion, the Employer representative will ask any Union representative who may be present to introduce himself. The Employer will permit the Union representative full participatory rights during the meeting to the extent accorded to other employees.
- b. The Union has the right to be represented at an examination of an employee in the bargaining 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.
  2. The employee requests representation. No further questioning will take place until the Union representative is present. If the representative is not available due to work schedules or other representative business, the examination will be postponed until a mutually agreed date and time is established.

## Section 6-4 Data Requests (U.S.C. 7114.b.4)

The Agency will furnish to the Union or its authorized representatives, upon request, and to the extent not prohibited by law, data concerning Bargaining Unit(s) which:

- a. Is normally maintained by the Agency in the regular course of business;

- b. Is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining;
- c. Does not constitute guidance, advice, counsel or training provided for management officials or supervisors, relating to collective bargaining.

#### Section 6-5 Surveys and Polling

The Union will be notified in advance of conducting local survey/polls being administered to employees.

#### Section 6-6 Communication

The Union shall notify the Employer of any changes to the Union's contact information, to include email and mailing address.

- a. The Employer agrees to use the Union's designated email address to communicate with the Union.
- b. The Employer agrees to furnish the Union's contact information and location to employees who seek or may require assistance from the Union and in all disciplinary or adverse actions.
- c. Government equipment may be used to communicate with the Union.

#### Section 6-7 Union Office Operations

Due to the various work schedules of bargaining unit employees and representational demands, the Union shall:

- a. Establish operating hours which will normally coincide with core hours of the Employer.
- b. Retain access to facilities and utilities, as referenced in Article 9.
- c. Not represent Non-Department of Defense (DoD) bargaining unit members with DoD employed Union representative on "official time".

## **ARTICLE 7**

### **PAYROLL DEDUCTION FOR PAYMENT OF UNION DUES**

#### **Section 7-1**

The Employer shall deduct allotments for the voluntary payment of Union dues from the pay of all unit members in good standing with the Union who request and authorize such deductions on Standard Form 1187 (Request for Payroll Deductions for Labor Organization Dues) and remit such deductions to the Union via Electronic Fund Transfer (EFT) and/or Direct Deposit D/D).

#### **Section 7-2**

Unit members in good standing with the Union may make an allotment for the payment of biweekly dues to the Union at any time by completing Standard Form 1187. The Union will obtain the SF 1187, make them available to the unit members, instruct the unit members in completing the personal data on the forms, certify the amount of the dues and deliver the completed forms to the Employer's Labor Relations Officer for verification. Within two business days after receipt from the Union, the Employer's Labor Relations Officer will forward the completed SF 1187 to the appropriate Fort Campbell Payroll Liaison/NAF Personnel Representative.

#### **Section 7-3**

Allotments will become effective at the beginning of the first complete biweekly pay period after the Fort Campbell Payroll Liaison/NAF Personnel Representative has received the SF 1187 from the Employer's Labor Relations Officer and will remain in effect for minimum of one year (anniversary date).

#### **Section 7-4**

Whenever there is a change in the amount of dues to be withheld the Union will notify, in writing, the appropriate payroll office.

All correspondence from the Union to the payroll office pertaining to the change will include both the old and new dues withholding amounts, the two digit identification code "KY" and the effective date for the change. Withholding of the new dues amount will begin on the first complete pay period following receipt of the Union's notification unless a later beginning date is specified.

### Section 7-5

The withholding of the dues will not be made for a unit member whose net pay after other legal and required deductions is insufficient to cover the full amount. This situation may occur when the employee has had a period of time in a non-pay status (e.g., leave without pay, absence without leave, suspension, furlough, etc.).

### Section 7-6

The employee is responsible for cancellation of his/her membership dues allotment. An employee's membership dues allotment will be cancelled using Standard Form SF 1188 (Cancellation of Payroll Deduction for Labor Organization Dues). The SF 1188 may be obtained from the Union, the Employer or electronically.

- a. After the initial one year membership, the employee may only cancel his/her membership dues allotment during his/her anniversary month.
- b. The employee will obtain written verification from the Union that eligibility requirements for membership cancellation have been met.
- c. The Union President or designee will indicate the anniversary date on the SF 1188 and authenticate that eligibility requirements for dues cancellation have been met.
- d. The employee will submit the SF 1188 to the Employer's Payroll Office/Customer Service Representative (CSR). SF 1188 will not be accepted unless written verification from the Union has been obtained.
- e. SF 1188 submitted by the employee or received by the Employer's Payroll Office/CSR prior to or after the employee's anniversary month will not be accepted.
- f. Cancellation of membership dues will be effective beginning the next full pay period following the timely receipt of the CSR.
- g. The Fort Campbell Payroll Liaison/Customer Service Representative shall furnish to the Employer's Labor Relations Officer a copy of the processed SF 1188. The Employer's Labor Relations Officer will provide these copies to the Union.

### Section 7-7

The Union will maintain a supply of Standard Forms 1188 and make the form available to unit members upon request.

### Section 7-8

The Union will promptly notify the Employer's Labor Relations Officer, in writing, when a unit member, who has executed an allotment form for the payment of dues, is expelled, suspended or for any reason ceases to be a member in good standing. The Fort Campbell Payroll Liaison/NAF Personnel Representative will discontinue the employee's allotment effective with the beginning of the first complete pay period after receipt of the written notice.

### Section 7-9

In accordance with DoD Financial Management Regulation, Volume 8, the remittance of net balance of dues withheld will be made to the Union within 14 calendar days after each pay period for which deductions are made. A listing will be provided to the Union reflecting the pay period dates, names of employee members and amount deducted and the total amount collected. An explanation for any deduction or overpayment will be provided.

## **ARTICLE 8**

### **UNION REPRESENTATION/OFFICIAL TIME**

### Section 8-1

The Employer agrees to recognize the representatives of the Union including those who are not bargaining unit members but who are duly designated to act on their behalf. The Union shall keep the Labor Relations Officer advised, in writing, of the names of its representatives, their work locations and phone numbers.

### Section 8-2

The Employer recognizes that Union representatives have the responsibility of carrying out representational duties appropriate to their offices and agrees that the Union representatives will be allowed official time, if otherwise in a pay status, for representational functions performed at Fort Campbell.

- a. When official time used for representational purposes reaches 2,000 hours, the parties will meet to review the usage in an effort to determine the root causes for those 2,000 hours and work collectively to eliminate those causes.

b. The Employer and the Union agree that Official Time includes the following:

1. Meet with employees to discuss their complaints.
2. Present grievances at any step of the Negotiated Grievance Procedure or associated ADR Procedure as specified in Article 32.
3. Represent an employee or the Union at an arbitration hearing.
4. Appear as a witness at any step of a grievance.
5. Appear as a witness at an arbitration hearing.
6. Attend meetings scheduled by management.
7. Meet, confer or consult with management.
8. Represent an employee in appeal hearings covered by statutory procedures.
9. Represent the Union on approved Agency committees.
10. Represent the Union on the DoD wage fixing authority wage survey teams or other approved labor management fact-finding studies (Article 25).
11. Be present as an observer in an adverse action proceeding or grievance adjustment where the Union is not the employee's representative, subject to approval of the hearing officer in charge of the proceeding (e.g. disciplinary actions and/or EEO settlement negotiations).
12. Represent the Union in formal discussions involving personnel policies, practices, working conditions or grievances between bargaining unit employees and management (Article 6-3a)
13. Represent the Union in investigatory interviews between supervisors and employees management (Article 6-3b and Article 30).
14. Participate in partnership activities between the Union and the Agency.
15. Participate in informal Unfair Labor Practice resolution proceedings with management officials.
16. Prepare employee grievances and appeals.
17. Prepare for meetings scheduled with management.



18. Assist an employee, when designated as their representative, in preparing a response to a proposed disciplinary action.
19. Prepare responses to management-initiated correspondence.
20. Prepare Union grievances.
21. Assist an employee in preparing a response to any personnel action resulting from a directed fitness for duty examination.
22. Prepare for arbitration.
23. Posting on Union Bulletin Boards.
24. Informational desk drops.
25. Complete statutory DOL reporting requirements.
26. Accomplish duties as Union Safety Officer(s).
27. Prepare, research and participate in mid-term bargaining.
28. Prepare, research and participate in collective bargaining to establish a term agreement.
29. Travel time in connection with any of the above activities.
30. Travel time to and from and attendance at training that has been verified by Civilian Personnel Advisory Center (CPAC). (See Article 8-2).
31. Activities not identified, but agreed upon as they arise.

### Section 8-3

Any Union representative desiring time to conduct internal Union business during his regular working hours will request annual leave or leave without pay from his supervisor for such purposes. Except when work requirements preclude release, the supervisor will grant the requested leave. Regular working hours include rest periods and paid lunch periods but do not include unpaid lunch periods.

#### Section 8-4

- a. The "Official Time Request Form" (Appendix B) will be used by Union representatives to request official time from their supervisor. If a supervisor believes that work requirements preclude the Union representative from leaving, the supervisor will explain the reason on the Official Time Request Form and advise the Union representative when they should be able to leave.
- b. When a Union representative returns to his work site, he and the supervisor will complete Part II of the Official Time Request Form. Official Time will be annotated on the employee's time card and at the end of each pay period the completed Official Time request forms will be forwarded to the Labor Relations Officer, who will retain them for the record. The Union President will be provided copies upon request.

#### Section 8-5

Official time will be limited to the amounts specified in the following subparagraphs:

- a. The Union President: One (1) Full Time Equivalent (FTE).
- b. The Union Executive Vice-President: One (1) Full Time Equivalent (FTE).
- c. The Chief Steward: 50% of an FTE. If time in excess of 50% is needed, time from the official time bank may be used. This additional official time may be used for training and/or representational duties. The Chief Stewards tour of duty will be coordinated with the supervisor. Any designee may be appointed by the Union to serve temporarily in the absence of the Chief Steward and may use the time allotted to the Chief Stewards position.

#### Section 8-6

The Union is granted a bank of 3,500 hours for training/travel purposes each year. Unused hours shall not be carried forward into the next year. The bank will be replenished at the beginning of the approved date of this contract.

#### Section 8-7

The time spent in the following activities will not be chargeable to the official time bank:

- a. Negotiation of this CBA pursuant to 5 U.S.C. Chapter 71.
- b. Wage survey and associated training.

#### Section 8-8

Union representatives will contact the supervisor of an employee before visiting them at their work site. If work requirements preclude the representative from entering the work site, the supervisor will explain the reason(s) and advise the representative of a more appropriate time.

#### Section 8-9

The Employer recognizes that casual contact occurs between Union Representatives and employee(s) during the normal course of work. Such brief contact is acceptable provided it does not interfere with the mission. These brief communications will not be scrutinized more closely than brief communications between any other employee(s).

#### Section 8-10

Union Officials who are assigned a government vehicle to perform his/her normal daily duties on Fort Campbell are authorized to use the vehicle for required representational duties and for limited and/or casual stops to conduct representational duties.

### **ARTICLE 9**

#### **USE OF OFFICIAL FACILITIES**

#### Section 9-1

The Employer agrees to provide designated space on all appropriate bulletin boards and/or appropriate web based service(s) within the facility for the use of the Union to post notices to its members. The Union may post notices and material on designated bulletin boards and without the prior approval of the Employer. The posting of such material, however, does not constitute endorsement by the Employer. The Union is fully and solely responsible for the posted material in terms of accuracy and adherence to ethical standards. The CPAC Labor Relations Officer, or his designee, reserves the right to remove any notice which violates law or security regulations. The Union will be provided evidence of the law or security regulation alleged to have been violated before any item is removed.

#### Section 9-2

Upon the Union's written request, the Employer will publish notice of Union meetings in the unofficial portion of its Screaming Eagle Bulletin.

### Section 9-3

The Employer will furnish the Union two Class "AA" telephone lines with access to FTS, DSN, local commercial service and NIPRNET Service to allow access to the Agency's network, email and intranet. The telephone lines will be used for "official" business only and will not exceed a total cost of \$200 per month in charges. Upon notification by the Employer, the Union will reimburse any charges incurred in excess of \$200 per month to the U.S. Government in accordance with locally established procedures.

The Employer agrees to allow Union Representatives de minimis use of Employer-owned AIS (Automated Information System) and office equipment for purposes of fulfilling their representational duties provided it doesn't interfere with current duties.

### Section 9-4

The Employer agrees to make available to the Union at no cost, upon request, appropriate appropriated funded facilities, including utilities, for Union meetings outside the regular working hours of Fort Campbell. The Union agrees to adhere to the energy conservation measures prescribed for the facilities and to leave the facilities in a clean and orderly condition. The Union agrees to give an 18 calendar day notice of such meetings to include desired accommodations.

### Section 9-5

Should the Employer terminate the Union's lease or request the Union vacate a facility/space strictly for the convenience of the government, the Employer agrees to reimburse the Union for incurred relocation cost not to exceed \$2,000 and provide the Union an alternative building conveniently located on the installation to allow employees easy access.

### Section 9-6 Facility Maintenance:

- a. The Employer will provide routine cleaning at the same level as the DPW headquarters and maintenance service in Union occupied space.
- b. The Employer will provide seasonal maintenance (e.g. grass cutting, snow and ice removal products).
- c. The Union will be permitted to designate their own parking spaces.

## **ARTICLE 10**

### **RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

#### **Section 10-1**

##### **The Employer retains the right to:**

- (1) determine its mission, budget, organization, number of employees and internal security practices; and
- (2) in accordance with applicable laws –
  - a. hire, assign, direct, lay-off and retain its employees.
  - b. suspend, remove, reduce in grade or pay or to take other disciplinary action against its employees.
  - c. assign work, to make determinations with respect to contracting out and to determine the personnel by which its operations will be conducted.
  - d. with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source.
  - e. take whatever actions may be necessary to carry out its mission during emergencies.

#### **Section 10-2**

The Employer will negotiate with the Union:

- a. On procedures which the Employer will observe in exercising any authority under Sections 10-1.
- b. On appropriate arrangements for employees adversely affected by the exercise of any Employer's authority under Sections 10-1.

#### **Section 10-3**

The Employer will inform the unit employees of their rights under Section 7114(a) (2) (B) of Chapter 71 of Title 5 of the U.S. Code on an annual basis.

## **ARTICLE 11**

### **PUBLICIZING THE COLLECTIVE BARGAINING AGREEMENT**

#### **Section 11-1**

The Employer will ensure copies of the CBA are provided to each new supervisor and each new employee during orientation. The supervisor will keep a copy accessible for review by unit employees.

- a. Employees desiring their personal copy of the CBA may obtain it through the Union, the Employer's Labor Relations Officer or through the Employer's intranet page.
- b. The Employer agrees to furnish 250 copies of the CBA to the Union after the CBA has been ratified. Additional copies will be provided to the Union at the beginning of each contract year to maintain a minimum inventory of 250.
- c. The Employer agrees to provide an electronic link to the CBA which is easily accessible and visible on the Organization's Intranet page which is available to all bargaining unit employees.

#### **Section 11-2**

The Employer agrees that as part of his orientation, each new or rehired employee:

- (a) Shall be informed of the Union's exclusive recognition status
- (b) Will be introduced by the supervisor to the assigned Union steward/official
- (c) Will be informed of the location of the office copy of the CBA and where they can get a personal copy

#### **Section 11-3**

The Union President or his designee will be invited to brief at all New Employee in processing, AF and NAF. When requested in advance, the Union will be permitted to brief the new employees during the 30 minute period just prior to the lunch break.

## **ARTICLE 12**

### **LABOR-MANAGEMENT PARTNERSHIP MEETINGS**

#### **Section 12-1**

Management and the Union agree to hold regularly scheduled Labor-Management Partnership meetings and shall continue to do so throughout the life of this CBA in accordance with the provisions of this Article.

#### **Section 12-2**

Where a steward, Union official, supervisor or management official desires, an initial meeting shall be held between the parties within 30 calendar days after the desire is made known to both parties. Meetings shall be held at least semi-annually unless either party requests or agrees to schedule more frequent meetings, or to eliminate any scheduled meeting for sound reasons. Labor-Management Partnership meetings are encouraged at all appropriate levels (e.g., headquarters, directorate, division, etc.). They may be held at a lower level based on agreement between the Union and the affected supervisor/manager.

#### **Section 12-3**

Labor-Management Partnership meetings are not meant to deal with individual employee problems. They are to be used primarily to accomplish such matters as:

- a. Providing the Union an opportunity to express its views on other matters of concern.
- b. Identifying problems in their embryonic stage.
- c. Providing management an opportunity to share with the Union unclassified information concerning its mission, workload, budget and other matters that will affect the work force.
- d. Soliciting Union support for such matters as suggestions, conservation, employees' productivity, EEO Special Emphasis Programs, employees' safety, blood-donor and charity drive programs, energy awareness, and its assistance in reducing sick leave and absences without leave.

#### Section 12-4

Prior to any meeting, either party may request the other party to submit, in writing, an agenda of the topics to be discussed, including an estimated duration of discussion by topics. When an agenda is required, it will be submitted seven calendar days in advance of the scheduled meeting, whenever possible.

#### Section 12-5

The meetings will be conducted informally and will be attended by a reasonable number of Management and Union representatives. All Union representatives of the employing activity conducting the meetings will be invited to attend the scheduled meeting.

#### Section 12-6

A summary of matters discussed at the meetings will be prepared by the attending management representative or designee and copies submitted to the appropriate Director/Activity Chief, the Employer's Labor Relations Officer, the Union President, and the attending Union representatives.

### **ARTICLE 13**

#### **CIVIC RESPONSIBILITIES**

#### Section 13-1

**JURY SERVICE.** If an employee is summoned for jury service, they will promptly notify their supervisor and provide a copy of the jury summons or notification.

- a. Permanent and/or regular full-time or part-time employees, who are in a pay status, will be paid for the time required from their normal work schedule to perform jury service. The amount of court leave will be limited to the time necessary to serve during their regularly scheduled tour of duty. Intermittent/flexible employees or employees on leave without pay are not entitled to court leave. If an employee is on annual leave when called for jury service, court leave will be substituted for annual leave.
- b. An evening or night shift employee who performs jury service during the day, may elect to be granted court leave for his regularly scheduled night tour of duty. The amount of court leave will be limited to the time necessary to serve during the day. The employee will continue to be entitled to night differential pay.



- c. If an employee who is in a duty status, is excused or released by the court for a day or a portion of the day, he is expected to report to work, provided the employee can reasonably be expected to perform three or more hours of work on his tour of duty. The employee may request annual leave or leave without pay to cover the same number of hours the employee could have worked. However, the Employer may require an employee who is released from jury service to return to duty for a work shift, portion of a work shift, or overtime if work conditions require.
- d. Upon completion of jury service, the employee shall deliver written evidence of his attendance to his supervisor. The notice shall include the date (and hours if possible) of service. Generally, such statements may be obtained from the clerk of the court.
- e. If an employee receives any fees or allowances for jury service, he will contact the Customer Service Representative at Civilian Payroll or the NAF Personnel Branch, Civilian Personnel Division, as applicable, upon completion of the jury service. The Customer Service Representative or NAF Personnel Representative will advise them of the procedures for forwarding all fees and allowances payable as a result of the jury service. The employee will be permitted to keep any reimbursement for expenses. Normally, the employee may retain fees for jury service when the employee was not covered by court leave. E.g. work hours outside the employees' regular tour of duty, on a holiday if the employee would have been excused from working and days when the employee is in a leave without pay status.

### Section 13-2

VOTING. An employee may be granted time off on an Election Day to vote. Time will be limited to the minimum hours necessary to provide three hours of time immediately after the polls open or before they close.

- a. Under exceptional circumstances, when the above does not permit sufficient time, the Agency may grant an affected employee additional time not to exceed a full day. Time off in excess of one day shall be charged to annual leave or leave without pay.
- b. An employee who is in a leave status for any portion of the Election Day will not be granted excused leave for voting.

### Section 13-3

VOTER REGISTRATION. An employee who votes in a jurisdiction that requires registration in person may be granted excused time to register on the same basis as voting. However, no time will be granted if registration can be accomplished on a non-work day.

#### Section 13-4

**BLOOD DONATION.** An employee in a duty status is encouraged to serve as a blood donor, without compensation, to the American Red Cross, military hospitals or other blood banks. An employee who desires to donate blood, will request to be excused from work for this purpose. If work requirements preclude the employee from being excused, the supervisor will advise the employee of a time when he should be able to leave. The employee may be granted an excused absence for the amount of time that is required to donate blood, recuperate and travel to and from the donation site. Except in extreme cases, the maximum excused time will not exceed four hours. When an employee must travel a long distance or an unusual need for recuperation occurs, up to an additional four hours may be authorized. An employee must actually donate blood to be granted any time for recuperation. If the employee is turned down, rejected or deferred from donating blood he will immediately return to his work site. When an employee donates blood outside his regular tour of duty, he must report to duty at the beginning of his regular tour of duty unless he is on leave.

#### Section 13-5

**EMERGENCY RESCUE OR PROTECTIVE WORK.** An employee who can be spared without interference to essential agency operations and obligations may be excused to participate in emergency rescue or protective work during an emergency such as fire, flood or search operations. Such participation shall normally be limited to a maximum of five workdays per year. The employee may be excused from duty without charge to leave for the purpose of performing rescue or guardsman duty which otherwise would be covered by military leave. Upon return to duty, the employee will provide the supervisor with a written statement, signed by a responsible official of the operation, stating the amount of time that the employee served or participated in the program. A supervisor may deny an employee excused absence when the employee's absence would be detrimental to the accomplishment of essential agency operations.

## **ARTICLE 14**

### **HOURS OF WORK AND BASIC WORKWEEK (AF)**

#### **Section 14-1**

A period of seven consecutive days beginning at 0001 on Sunday and ending at 2400 the following Saturday constitutes an administrative workweek. The administrative workweek consists of the regularly scheduled tour of duty and of the regularly scheduled days off. For a full-time employee, a tour of duty means the eight hours of a day (a daily tour of duty) and the five days of the administrative workweek (a weekly tour of duty) that constitute the employee's regularly scheduled workweek. Regularly scheduled work or regularly scheduled tour of duty means work that is scheduled in advance of the administrative workweek. (For a part-time employee, a tour of duty means the officially prescribed days and hours within an administrative workweek during which the employee is regularly scheduled to work.)

#### **Section 14-2**

The normal basic workweek for full-time employees will consist of five consecutive eight hour days extending from Monday through Friday of each administrative workweek. The normal and/or regular hours of work for full-time employees, based upon the Employer's need, are either:

- a. 0730 to 1600 less a one half hour unpaid lunch period, normally scheduled from 1130 to 1200 or from 1200 to 1230; or
- b. 0730 to 1630 less one hour unpaid lunch period, normally scheduled from 1130 to 1230.

#### **Section 14-3**

The Employer reserves the right to schedule tours of duty for full-time employees throughout an administrative workweek with hours of duty other than those specified in Section 14-2. In establishing such tours of duty, the below listed requirements will be observed, except when the Employer determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased:

- a. Employees will be notified of their tour of duty at least seven days in advance of the administrative work week.
- b. Two consecutive days off will be provided during each administrative workweek.

- c. An employee's report time will remain the same throughout the basic workweek.
- d. No unpaid period of more than one hour will be scheduled in any basic workday.
- e. Non-workdays may be staggered when it is necessary to provide six or seven day coverage.
- f. Similarly qualified employees may exchange tours of duty and work days with the approval of the supervisor. The request and decision will be written, including a reason if denied.
- g. Scheduled off-tours (e.g. evenings or nights) will be rotated fairly and equitably among affected employees (e.g. day/evening, day/night).
- h. Employee(s) will not be scheduled to work more than two of the established work shifts (days, evenings, or nights) within any seven consecutive work days.

NOTE: It is understood that it would not prevent requiring employees to work more than two established shifts if mission requirements dictated the need to do so, but only that such shifts will not ordinarily be established in such a manner.

- i. Rotation of weekends will be on a fair and equitable basis within the scheduled group. Weekends are defined as Saturday and Sunday and may be expanded to include Friday and Monday when scheduling permits.
- j. The Employer agrees to consider employee's work-life balancing requirements (e.g. child care, elder care, continuing education) when determining assignment of work schedules.
- k. The Employer may establish a "training" schedule for newly hired/assigned employees or employee(s) whose performance is below the satisfactory level, normally not to exceed 120 days.

#### l. Procedures

- 1. When more than one tour of duty or work locations exists, employees may state their preference. Conflicts will be resolved by seniority (SCD). The order of bid will be by seniority within each title, series, and grade. SCD tie breaker will be the adjusted SCD.

#### 2. Schedules will be effective in accordance with Section 14-3 (a).

#### m. Notification:

- 1. All affected employees will be made aware of any newly established or changes to existing tours of duty and work locations.

2. Bid schedules will be posted for seven days, indicating bid cutoff date.
3. All notifications may be posted on employee bulletin boards, communicated orally and/or electronically based on unit practice.

#### Section 14-4

When the Employer determines it to be cost effective or it will promote the efficiency of the organization's mission, a 20 minute paid lunch period may be provided. These situations will be limited to shift type operations or to exceptional circumstances. It will not be used to circumvent regular tours of duty described in Section 14-2.

- a. The Union will be consulted, in writing, on any proposed change to effect or cancel a 20 minute paid lunch period. The Union's views and recommendations will be given full consideration. The Union will present such comments, in writing, to the Employer within seven calendar days after the Employer notifies the Union of its proposed action to effect or to cancel a 20 minute paid lunch period.
- b. When a 20 minute paid lunch period is in effect, the lunch period will be considered duty time and the supervisor may stagger lunch periods to provide for adequate coverage of his activity. Employees must spend the 20 minute paid lunch period in close proximity of their workstations. A workstation is defined as the room or building where the employee is assigned to work. Employees may be required to perform their usual duties during the 20 minute paid lunch period

#### Section 14-5

Employee(s) will be allowed an unencumbered lunch period when their official work schedule provides for an unpaid lunch period of 30 minutes or more. It is recognized that unpaid lunch periods are times in which employees are entirely free of duty from their jobs and may not be considered duty time and must be established outside the hours established for their daily tours of duty. However, when an employee is required to work during his normally scheduled lunch period, the employee will be granted an unpaid lunch period equal in length to his normal designated unpaid lunch period.

#### Section 14-6

When an employee is relieved from his normal duty by the Employer during their assigned shift hours due to interruption or suspension of operations due to inclement weather, breakdown of equipment or for other emergencies or Acts of God, they may be excused for the balance of the work shift without loss of pay or charge to leave, or may be assigned by the Employer to other work.

#### Section 14-7

Incidental duties and preparatory tasks 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 to and from work site if the work site is different from the point to which an employee must report for work.** Time required to secure working implements (e.g. tools, equipment) or a vehicle in the morning and to return them to their proper place at the end of the shift is also included in the working hours.

#### Section 14-8 Pre Shift/Post Shift Activity

When pre/post shift activity is required, the employees will be allowed ten minutes at the beginning and the ending of the tour of duty to complete the required activity, (e.g. change uniforms, equipment set up). When such activity must take place before the shift begins employees will be allowed or after the shift ends this time will be compensable overtime pay, under overtime provisions.

### **ARTICLE 15**

#### **HOURS OF WORK AND BASIC WORKWEEK (NAF)**

#### Section 15-1

A period of seven consecutive days beginning at 0001 on Thursday and ending at 2400 the following Wednesday constitutes the administrative workweek. The basic workweek consists of the regularly scheduled tour of duty and the regular days off. Tour of duty refers to the hours of the day and the days within the basic workweek during which employees are expected to perform service on a regular basis.

#### Section 15-2

The Employer agrees that tours of duty will be established for both full-time and part-time employees and that a minimum of two weeks' notice will be given, in writing, when an employee is to be assigned to a different tour of duty or different hours of duty. The Employer reserves the right to make changes in the days and hours of the basic tour of duty when change is required in an emergency or to prevent the curtailment of operation.

### Section 15-3

Non-compensated meal periods will be either 30 minutes or 60 minutes in duration. During these meal periods, employees will be entirely free of duty. However, when an employee is required to work during his normally scheduled lunch period, the employee will be granted an unpaid lunch period equal in length to his normal designated unpaid lunch period.

### Section 15-4

When the nature of an employee's duties requires that he remain at his duty station, an on-the-job meal period of 20 minutes may be established. The employee will be paid for the 20 minute on-the-job meal period. Utilization of the 20 minute meal period will be held to the absolute minimum consistent with fund operations. No employee will be required to work more than four hours in any workday without a meal period, unless duty requirements mandate a six hour maximum.

### Section 15-5

When an employee in a duty status is relieved from his normal duty by the Employer during his assigned shift hours due to interruption or suspension of operations due to inclement weather, breakdown of equipment, other emergencies or Acts of God, he may be excused for the balance of the shift without loss of pay or charge to leave unless assigned by the Employer to other work.

### Section 15-6

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 to and from work site if the work site is different from the point to which an employee must report for work. Time required to secure working implements in the morning and to return them to proper place at the end of the shift is also included in the scheduled working hours.

## **ARTICLE 16**

### **ALTERNATIVE WORK SCHEDULES (AWS)**

#### **Section 16-1 General**

This Article shall be administered in accordance with Title 5, United States Code (U.S.C.), 61; Title 5, Code of Federal Regulations (CFR), Parts 610, OPM Handbook on Alternative Work Schedules (AWS), AR 215-3 and this Agreement. All alternative work schedules in this Article will be made generally available to all employees in the bargaining unit.

#### **Section 16-2 Type of Schedules (See Article 4 for Definitions)**

##### **a. Compressed Work Schedules (CWS)**

1. Full time employee, an 80-hour biweekly basic work requirement that is scheduled for less than ten workdays.
2. Part time employee, a biweekly basic work requirement of less than 80 hours that is scheduled by an agency for less than ten workdays and that may require the employee to work more than eight hours in a day.

##### **b. Flexible Work Schedule (FWS)**

1. Full time employee has an 80 hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by the agency.
2. Part time employee has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by the agency.
3. If established, core hours are 1000 to 1400 hours.

#### **Section 16-3 Participation**

Factors for consideration in the AWS process will include the following: mission, impact on morale, quality of life, efficiency and productivity, reduction in tardiness, reduced turnover rates, safety, traffic congestion, carpools, utility consumption and building security.

- a. All eligible employee(s) may participate in an AWS program. Nothing in this article precludes employees in a work unit from working a normal work schedule, CWS, FWS or any combination of the three.



- b. Both parties recognize that certain portions or organizational segments/structure, because of the nature of the work performed, may not be suitable for AWS.

#### **Section 16-4 Request Procedures**

The employee will request, in writing, an alternative work schedule to their first line supervisor for approval (Appendix D AWS Request Form). The request will indicate the following:

- a. Type of AWS and the particular schedule requested (e.g., CWS or FWS)
- b. Bi-weekly tour of duty
- c. Work days
- d. Desired effective date
- e. Agreement to be flexible in his/her schedules to meet the heavy workloads or unusual work requirements
- f. Agreement to comply with scheduled conferences, meetings, training sessions, temporary duty, security duties, and other known requirements for their presence
- g. Agreement to provide a minimum of two weeks' notice, when possible, to change or terminate an approved AWS

#### **Section 16-5 Approval Procedures**

When a request for an AWS is received, the deciding official shall:

- a. Determine, based on factors contained in Section 16-3, whether or not to approve the employee's request to participate in an AWS.
- b. Render and communicate a written decision to the employee within seven calendar days of the receipt of the AWS request. The communication of the decision must include a valid reason for the decision.

#### **Section 16-6 Administration of Approved FWS Plans**

- a. Any revisions deemed necessary will be discussed with the employee.
- b. Conflicts will be resolved based on first come first serve basis: (AF employees) the employee's SCD or (NAF employees) most recent performance evaluation.

- c. In instances where, conferences, meetings, or other work commitments arise that require the presence of an employee(s); supervisors should coordinate with the employee(s) in revising the work schedule. If a revision cannot be made due to time limitation and the employee's attendance is considered essential, overtime, compensatory time or credit hours, as appropriate, will be offered in accordance with applicable regulations. For FWS employee(s) see Section 16-2.b.
- d. If an excused absence is granted because of hazardous weather or other emergency conditions, the amount of excused absence shall be based on the employee's approved work schedule in effect for the period covered by the excused absence (CWS) or the employee's typical work schedule (FWS). Excused absences under these circumstances will be in accordance with the Cam Reg 600-1.
- e. A supervisor may establish sign in and sign out requirements for FWS work schedules.
- f. CREDIT HOURS – Only an employee who works a flexible work schedule may earn credit hours to vary the length of his work day or work week.
  - 1. An employee must request, in advance, to earn credit hours. The request will be approved or denied as soon as possible. Upon request of the employee, the earning of credit hours may be approved retroactively where circumstances warrant.
  - 2. If credit hours are approved and overtime is subsequently made available prior to the working of the credit hours, the employee will be afforded the opportunity to elect to work the overtime.
  - 3. An eligible employee is authorized to earn credit hours provided there is work available for the employee and it can be performed at the requested time(s).
  - 4. Credit Hours may be earned and used in 15 minute increments. Credit hours will be accounted/recorded in the automated time keeping system.
  - 5. Full time employees may accumulate and carry over from one pay period to another a total of no more than 24 credit hours. Excess credit hours will be forfeited if not used prior to the end of the pay period.
  - 6. Part time employees may accumulate and carry over from one pay period to another a total of no more than 25% of the hours in the employee's biweekly basic work requirement.

- g. Employees on a FWS may be ordered to work hours that are in excess of the number of hours planned to work on a specific day. If the hours ordered to be worked are not in excess of eight hours in a day or 40 hours in a week at the time they are performed, the employee may request with the approval of the supervisor to:
  1. Take time off from work on a subsequent workday for a period of time equal to the number of extra hours of work ordered. (Comp Time or Overtime)
  2. Complete his or her basic work requirement as scheduled and count the extra hours of work ordered as credit hours.
  3. Complete his or her basic work requirement as scheduled.

#### Section 16-7 Temporary Duty Assignments

The supervisor may allow the employee to continue the existing schedule, modify that schedule or require him/her to follow the schedule used at the temporary work site.

#### Section 16-8 Tours of duty

For AF: see OPM Handbook on AWS (Appendix C)

For NAF: see AR 215-3

#### Section 16-9 Premium pay

For AF: see OPM Handbook on AWS (Appendix C)

For NAF: see AR 215-3

#### Section 16-10 Absences

- a. Paid time off during an employee's basic work requirement must be charged to the appropriate leave category (e.g. credit hours, compensatory time off or excused absence).
- b. There is no requirement that employees use flexible hours for medical or dental appointments or other personal matters if the employee wishes to charge this time to leave. To the extent permitted by the approving leave official, an employee may choose to charge time off during flexible hours to an appropriate leave category or use credit hours when time off is scheduled during flexible hours in order to preserve leave.

## Section 16-11 Terminating/Suspension of AWS

The request to terminate or suspend the AWS may be initiated by the employee or Employer.

a. Employee may request in writing, an exception from participating in the AWS. The request for exception should be submitted to the supervisor or deciding official.

b. Employer will notify the Union of any proposal to suspend or terminate an AWS for either an employee or a group of employees.

1. All suspensions of AWS shall be temporary in duration not to exceed 60 calendar days, unless mutually extended. AWS cannot be suspended for an indefinite period.
2. All employees will be notified, in writing at least one full pay period in advance of the effective date to suspend/terminate once an agreement has been reached with the Union.

## **ARTICLE 17**

### **TELEWORK**

## Section 17-1 General

For the purpose of this Article, telework refers to an employee performing assigned duties at a location other than the official/traditional work site. The Employer actively promotes telework as a flexible working arrangement between the Employer and employee(s). Telework is designed to improve the recruitment and retention of high-quality employees through enhancements to employees' quality of life, to employ and accommodate people with disabilities, including employees who have a temporary or continuing health problems, to reduce traffic congestion, to decrease energy consumption and pollution emissions and to reduce office space, parking facilities and transportation cost to include cost for transit subsidy.

Employees who are performing work at the alternate work site are subject to the same requirements as they would be if they were performing work at the official duty site. Employees will continue to be covered by all provisions of this Agreement. Employees who are teleworkers are covered by the Federal Employees Compensation Act (AF) or Longshore and Harbor Worker's Compensation Act (NAF), as appropriate, when injured or suffering from work-related illnesses and/or occupational diseases while conducting government business.

Employees may be approved for both telework and an alternative work schedule (AWS).

### Section 17-2 Definitions

- a. Ad-hoc telework is occasional, one time, or irregular telework by an employee at an alternative worksite typically for a day or block of days.
- b. Alternative worksite is a place away from the regular worksite that has been approved for the performance of assigned official duties.
- c. Regular/recurring telework is an approved work schedule where eligible employees regularly work at least one day per biweekly pay period at an alternative worksite.
- d. Telework agreement is a written agreement completed and signed by an employee and appropriate official that outlines the terms and conditions of the telework arrangement.

### Section 17-3 Position Eligibility

All positions, with the exception of Federal Wage System (trades, crafts, and labor positions) will be considered eligible to participate in telework unless the Employer has substantiated evidence that the accomplishment of the work unit's mission prohibit the performance of the position anywhere but the official/traditional worksite. Position eligibility will be determined by Part 1 of the Position/Employee Telework Eligibility /Guidelines Checklist. (Appendix K)

### Section 17-4 Personal Eligibility

Personal Eligibility will be determined by Part 2 of the Position/Employee Telework Eligibility /Guidelines Checklist. (Appendix K)

### Section 17-5 Procedures

- a. The Employer shall identify all telework eligible positions and all employees shall be notified of their position eligibility to telework. A copy will be provided to the Union, upon written request.
- b. Employees may voluntarily submit telework request to their immediate supervisors. The immediate supervisor shall document approval or denial of the request within 14 calendar days. The requesting employee shall be provided a copy of the completed request.

- c. Prior to participating in the Telework Program, the employee and supervisor will be required to complete "Department of Defense Telework Agreement" DD Form 2946 (Appendix L) and complete all training requirements. Employees and their supervisors must be fully trained on Telework procedures including information technology, data security and safety requirements.
- d. Supervisors shall complete Telework Eligibility Guidelines Checklist (Appendix K) to determine position and employee eligibility for telework. Position eligibility evaluation shall be based on the current duties of the position. Upon written request, a copy of the checklist will be provided to the employee and/or the Union.
- e. Employees will promptly inform managers whenever any problems arise at the telework site which adversely affects their ability to perform work at the alternate work site (e.g. power outages, equipment failures, telecommunication difficulties, etc.). In such cases, the employee may request annual leave or report to the official/traditional work site.

#### Section 17-6 Responsibilities

The Employer will provide necessary office supplies and equipment to employees who telework in accordance with the Telework Guidelines (Appendix K). If the worksite is the employee's home, the employee will be responsible for home maintenance, or any other incidental cost (e.g. electricity) associated with the use of the alternate work site. The Employer will be responsible for the maintenance and repair of government owned equipment. The employee will be reimbursed for authorized business expenses in accordance with the Telework Agreement (e.g. broadband, official travel, etc.).

### **ARTICLE 18**

#### **REST PERIODS/CLEAN-UP TIME**

##### **Section 18-1**

Employees shall be allowed a 15 minute rest period at their work site, 15 minutes during each four hour period of their workday, or as prescribed by their supervisor, provided they work at least an eight hour day. The rest periods will not be used to extend employee's lunch period or shorten workdays and are not cumulative. Rest periods may be interrupted for official business when workload requires. Rest periods are not applicable to employees who are not restricted from going to and from coffee, soda and snack machines, etc.

## Section 18-2

When an overtime assignment extends an employee's work shift by more than two hours, a 15 minute rest period will be allowed at the end of his regular work shift. When an overtime assignment extends an employee's regular shift more than four hours, he will be allowed an unpaid meal period near the end of the fourth hour, if requested. If the assignment extends up to eight hours, an additional 15 minute break will be allowed two hours after the meal period.

## Section 18-3

Normally employees will be allowed five minutes for personal clean-up time at their work station, prior to their lunch period and at the end of their workday. Supervisors may approve more time if justified. The supervisor will furnish reasons for not granting additional time, if requested. Clean-up time will not be used to extend employee's normal tour nor will it be the basis for granting overtime pay unless the employee was prevented, for work related reasons, from his normal allowable clean-up time.

NOTE: It is understood that the automatic granting of personal clean-up time is applicable only to those persons involved in performing the type of work where such clean-up time is necessary as an integral part of the job and only on such occasions as such work is being performed with the clean-up time thereby becoming necessary. An automatic grant of clean-up time cannot be granted *en masse* to all employees regardless of the duties being performed.

## **ARTICLE 19**

### **OVERTIME/HOLIDAY WORK**

## Section 19-1

Employees of each work unit have a responsibility to perform overtime and/or holiday work that is either scheduled, unscheduled or of an emergency nature. It is agreed, that empowering work-unit employees to the lowest level to develop a procedure that meets the requirement to perform the work, while addressing the individual concerns of the work unit, is the most effective method to accomplish this work. Therefore, in the spirit of Fort Campbell's Labor-Management Partnership, each work unit may develop a Standard Operating Procedure (SOP) for assignment and tracking of overtime and holiday work. The procedure must meet the following criteria:

- a. A majority of the work unit (50% plus one) and the first line supervisor must agree to abide by the procedure.

- b. The procedure must be in writing and signed by the majority of the employees (50% plus one) of the work unit and the supervisor.
- c. The procedure must result in someone working the required overtime/holiday work.
- d. The procedure must result in a roster that can be used by a third party to call personnel in for overtime or holiday work.
- e. The implementation of the procedure must be in writing and a copy provided to the Union.
- f. The procedure must be reviewed, updated as necessary, and signed annually.
- g. Newly assigned employees will be required to read, sign, and abide by the SOP.
- h. State of the art technology may be used, if available.

#### Section 19-2

In the absence of a work unit developed SOP the following procedures will be followed:

- a. Overtime work:
  - 1. The Employer will distribute overtime work as equitably as possible among all unit employees within a shop or office according to their shift, job title, job number, and grade. First consideration will be given to those employees who are currently assigned to the specific job or task. Second consideration will be given to those other employees qualified to do the job. In case an employee fails to receive an equitable distribution of overtime, the affected employee may file a grievance in accordance with Article 32. The Employer reserves the right to assign overtime work. An employee may only decline overtime work with the approval of the Employer.
  - 2. An employee may, upon request, be relieved from an overtime assignment provided another qualified employee who possesses the required skills for the assignment is available and willing to work the overtime. If an employee is relieved of an overtime assignment at his request, the hours of overtime declined will be considered as the equivalent to overtime worked for the purpose of determining the equity of overtime distribution. Annual or sick leave taken will not affect an employee's standing for equitable distribution of overtime work.
  - 3. The Employer agrees to maintain records for the current calendar year and for the previous calendar year, and post on bulletin boards for current and previous months, all overtime worked in each activity. The Employer will, upon request, make such records available for review by the employees and/or the Union to



resolve specific complaints concerning overtime distribution and overtime hours worked.

b. Holiday work:

1. Holiday work will be distributed as equitably as possible by number and type of holidays, on a calendar year basis, among eligible employees according to their shift, job title and grade within their shop, office or work area. Equitable distribution does not mean equal distribution nor does it mean equal treatment for any one or more specific holidays during each calendar year. The Employer reserves the right to assign holiday work. An employee may only decline holiday work with the approval of the Employer.
2. An employee may, upon request, be relieved from holiday work provided another qualified off-duty employee, in the same shop, office, work area, who possesses the required skills for the assignment, is available and willing to work. If an employee is relieved of holiday work, the holiday declined will be considered as the equivalent to the holiday worked for the purpose of determining the equity of holiday worked.
3. An employee who volunteers to work a holiday for another employee will not have that holiday worked counted against the total equitable distribution formula for the employee who volunteers to perform the holiday work.

c. On-Call Work:

Normally, eligible volunteers will be used to perform on-call or stand-by duty before assigning such duty to eligible non-volunteers.

1. Scheduled on-call will be rotated among all eligible staff within a work unit. Records of on-call shall be kept by management and made available to the Union upon request. At the scheduled on-call employees' request, they shall be issued pagers or other mobile devices which will be used to notify them of their need to return to duty.
2. On-call employees shall not expect to work more than 16 consecutive hours, except in rare and unusual circumstances.
3. Employees will not be required to stay at home or wear and respond to beepers/pagers unless they are in a pay status.
4. Employee participation in nonpaid on-call status shall be voluntary.
5. Employees shall not be scheduled on-call while on annual leave, sick leave, court leave or TDY.

### Section 19-3

Employees will be compensated for all hours worked, to include any hours in excess of their normal work schedule, in accordance with applicable law.

### Section 19-4

All employees will be compensated in accordance with applicable laws and regulations for all overtime work performed.

### Section 19-5

An employee who is required to return to his place of employment on an unscheduled basis to perform overtime work, will be paid at least two hours of pay at the appropriate overtime rate regardless of whether his service can be utilized or not. An employee may be assigned other job-related work to fill up the two hours when the work for which the employee was returned to duty is completed in less than two hours.

### Section 19-6

A quarter hour (15 minutes) is the smallest fraction of an hour that will be used for calculating overtime payments for irregular or occasional overtime work. Supervisors will accumulate and round odd minutes of irregular or occasional overtime worked by their employees on a workweek basis. This means that accumulated odd minutes of irregular and occasional overtime worked during each administrative workweek will first be divided by 15 and any odd minutes will be rounded as follows: eight minutes will be rounded up to 15 minutes and seven minutes will be rounded down to zero.

## **ARTICLE 20**

### **ANNUAL LEAVE**

#### Section 20-1 General

- a. Eligible employees will accrue annual leave in accordance with applicable laws and regulations. The minimum charge for annual leave is 15 minutes with additional charges in multiples thereof. All annual leave requests will be approved on first come/first serve basis. When scheduling conflicts occur, an effort will be made to resolve the conflict between the employees involved. Unresolved conflicts will be settled by use of seniority, as measured by Service Computation Date (SCD). An employee's approved annual leave will not be disapproved if an employee with an earlier SCD subsequently requests leave for the same period. In case of a tie, the conflict will be resolved by a coin toss. Employees may use accrued compensatory

time in lieu of annual leave. The Employer encourages the use of compensatory time earned within 26 pay periods from accrual date. Projected leave may be submitted up to one year in advance.

- b. Various methods of communications, as determined by the supervisor in writing may be used for requesting and approving/disapproving of annual leave; (e.g. written, digital, or verbal with documented confirmation).

## **Section 20-2**

### **Responsibilities:**

- a. Employees have the responsibility for:

- (1) Requesting annual leave in advance from their supervisors
- (2) Cooperating with their supervisors in scheduling annual leave
- (3) Requesting leave during periods when their services can best be spared
- (4) Scheduling leave to avoid forfeiture before the end of the leave year

- b. Supervisors have the responsibility for:

- (1) Accepting annual leave requests
- (2) Determining if the employee's services can be spared
- (3) Responding to annual leave requests within specified time limits
- (4) Returning the OPM71 to the employee when submitted
- (5) Providing reason and suggest alternative leave dates when annual leave is disapproved
- (6) Considering annual leave requests when determining future work schedules
- (7) Providing each employee the opportunity to use accrued leave to avoid forfeiture at the end of the leave year
- (8) Certifying annual leave on time and attendance records
- (9) Notifying employees, in writing, of the supervisor's and the alternate leave approving official's personal and work telephone number

### Section 20-3 Leave Request Action Notification

The leave approving official will notify the employee of approval/disapproval the next business day after receipt of the leave form requesting an administrative workweek or less. The leave approving official will notify the employee of approval/disapproval within seven days after receipt of the leave form if leave requested is more than an administrative workweek. This does not preclude requests for emergency leave being submitted with less notification. Unless a compelling reason exists, the supervisor will not cancel or reschedule leave previously approved. The reason(s) will be furnished in writing, upon request.

### Section 20-4

When annual leave is requested in lieu of sick leave, annual leave will be granted when the request for sick leave would have otherwise been granted.

### Section 20-5

An employee will seek approval of emergency leave from his supervisor, or designated alternate, no later than one hour after the start of the employee's tour of duty.

### Section 20-6

Any employee applying for leave on a workday which occurs on a religious holiday associated with their religious faith will be granted such leave, if possible, and if it will not impede an essential service or mission of the command.

### Section 20-7

- a. With the supervisor's prior approval, absences may be made up during the same work day by additional work equal to the employee's period of absence, or may be charged to compensatory time, annual leave, leave without pay (with employee's consent), or absence without leave (AWOL). However, if an employee is absent for less than one hour, the supervisor, for adequate reasons, may excuse the employee without charge to leave.
- b. An employee may be charged periods of absence without leave only in multiples of 15 minutes. Only absences during the regularly scheduled basic tour of duty may be considered as absences without leave. It is understood that "absence without leave" is any absence from duty which has not been approved or authorized and for which pay must be denied to the employee. A supervisor may charge an employee with the minimum of 15 minutes of AWOL even though the employee was absent or tardy for less than 15 minutes. Likewise, this charge may be increased in multiples of 15 minutes dependent upon the length of time the employee was absent or tardy. Charges of AWOL will not be arbitrary or capricious.

**NOTE: It is understood that it does not prevent appropriate disciplinary, adverse, or other administrative action from being taken against an employee who is absent or fails to show for any period of duty where they are expected to report and be present.**

- c. Normally, employees who are detained due to Gate Access searches will not be charged AWOL, leave, or LWOP.
- d. When an employee is granted leave for an unauthorized absence or tardiness, the supervisor will not require that employee to perform work for any part of the leave period charged against the employee's leave record.

#### **Section 20-8**

**"Use or Lose" leave must be used before the end of the leave year or it will be forfeited if not requested in advance. All employees are responsible for scheduling "Use or Lose" leave in writing at least three pay periods in advance of the end of the leave year.**

#### **Section 20-9**

The Employer may advance annual leave to an employee in an amount not to exceed the amount the employee would accrue within the leave year. An Employer should not advance annual leave to an employee when it's known or reasonably expected that the employee will not return to duty, (e.g., when the employee has applied for disability retirement). Before granting advanced annual leave, it is recommended that the approving authority consider such matters as the expectation of return to duty, the need for the employee's services, and the benefits to the agency of retaining the employee (See Appendix E).

### **ARTICLE 21**

### **SICK LEAVE**

#### **Section 21-1**

**The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness and to use sick leave wisely and properly.**

- a. **Employees are encouraged to schedule appointments before/after their regularly scheduled working hours or for times that will result in the least amount of time away from their jobs. The scheduled appointment times include time to travel to and/or from the place of the appointment.**

- b. The supervisor may make an effort to accommodate employees who request, in advance, a change in work schedule to meet medical or dental appointments.
- c. Employees may substitute annual leave and or comp time in lieu of sick leave; all provisions of Article 20 apply.

#### Section 21-2

Eligible employees will accrue sick leave in accordance with applicable laws and regulations. The minimum charge for sick leave is 15 minutes with additional charges in multiples thereof.

#### Section 21-3

When supported by administratively acceptable evidence (e.g., employee certification OPM 71, medical certificate, etc.) supervisors will grant employees their accrued sick leave, under the following conditions:

- a. When an employee receives medical, dental, or optical examination or treatment. Employees will request leave from their supervisor for these absences in advance.
- b. When an employee is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or child birth.
- c. When an employee is required to give care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth or medical, dental or optical examination or treatment or give care to a family member who has been exposed to a communicable disease. For leave purposes, family member is defined as outlined under Article 4.
- d. When an employee must make arrangements necessitated by the death of a family member or attend the funeral of a family member.
- e. When the employee would, as determined by the Public Health officials or by a health care provider, jeopardize the health of others by their presence on the job because of exposure to a communicable disease.
- f. When an employee must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers and attorneys, court proceedings, required travel and any other activities necessary to allow the adoption to proceed.

#### Section 21-4

Employees will be notified, in writing, of the supervisors' and the designated alternates' duty and home telephone numbers.

## Section 21-5

Employees are encouraged to notify their supervisor, or designated alternate, of the need for sick leave prior to the beginning of the employee's work shift. However, an employee will notify his supervisor, or designated alternate, of the need to use sick leave not later than one hour after the start of the employee's work shift. Any later notification will be limited to emergencies that preclude the employee from making a timely request. When an employee is medically incapacitated from personally notifying his supervisor, another person may inform the supervisor, or designated alternate, of the need for sick leave. Employees are required to call in each day of absence unless other arrangements are made with the supervisor.

## Section 21-6

When an employee is in a sick leave status in excess of three workdays, or for a lesser period when determined necessary, the supervisor may require the employee to furnish upon his return a medical certificate or other administratively acceptable evidence to support his absence. An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work will not be required to furnish a physician's certificate on a continuing basis if the employee is not on leave abuse and provides, if requested, periodic medical certification which clearly states the continuing need for the periodic absences.

- a. Sick leave is an entitlement and should not be abused. A supervisor who suspects abuse will discuss his concern with the employee and, if necessary, counsel the employee on proper sick leave usage. The employee will be advised eligibility requirements for Family Medical Leave (FMLA).

b. A pattern of sick leave abuse may be indicated by:

- (1) Three or more instances of unscheduled sick leave usage within a six month period
- (2) Usage before and after weekends and holidays
- (3) Usage before and after scheduled annual leave
- (4) Usage before and after telework days
- (5) Usage before or after regular days off (RDO)
- (6) Usage after payday or a DONSA

NOTE: It is understood that this is not an all-inclusive listing of examples for establishing a pattern of sick leave abuse, but merely six examples of such.

- c. Frequency or amount of leave or a low leave balance will not be the sole reason to suspect abuse, nor will leave for which medical documentation has been provided.
- d. When a Supervisor has substantiated that an employee is abusing sick leave, the Supervisor may require the employee, for a period of time not to exceed six months, to support each period of absence with acceptable medical documentation. The supervisor will notify the employee in advance, in writing, of the reason that medical documentation will be required. The employee must furnish his supervisor the required medical documentation not later than 15 calendar days following his return to duty. An extension of an additional 15 days may be granted if requested.
- e. At the end of six months, or when significant improvement is shown in the employee's sick leave usage, the notice requiring the medical documentation will be canceled, in writing. However, if no improvement is shown the requirement for medical documentation may be extended.

#### Section 21-7

- a. The Employer may advance to eligible full-time employees up to 240 hours when:
  - (1) The employee is incapacitated for the performance of his/her duties by physical or mental illness, injury, pregnancy or childbirth;
  - (2) For a serious health condition of the employee or family member;
  - (3) When the employee would, as determined by the public health officials having jurisdiction or by a health care provider, jeopardize the health of others by his/or presence on the job because of exposure to a communicable disease;
  - (4) For purposes relating to adoption of a child;
  - (5) For the care of a covered service member with a serious injury or illness, provided the employee is exercising his or her entitlement under 5 U.S.C. 6382(a)(3).
- b. The Employer may advance up to 104 hours to an eligible full time employee when:
  - (1) He/she receives medical, dental or optical examination or treatment
  - (2) To provide care for a family member who is incapacitated by a medical or mental condition or to attend to a family member receiving medical, dental or optical examination or treatment;
  - (3) To provide care for a family member who would, as determined by the Public health officials or by a health care provider, jeopardize the health of others by that



family member's presence in the community because of exposure to a communicable disease or

(4) Make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

- a. Employees will submit their written requests for advanced sick leave on Advance Sick Leave Request form (See Appendix F) to their supervisor. The employee will furnish written evidence from a licensed health care provider showing the date or approximate date the employee will be physically unavailable to work.
- b. The Employer may grant advance sick leave within the following guidelines:
  1. Employees must have exhausted all sick and annual leave to their credit.
  2. The employee is not currently identified for sick leave abuse. Advance sick leave will not be denied solely because the employee has been disciplined or is pending discipline.
  3. Employees serving under probationary appointments will not be advanced sick leave to exceed an amount that it is reasonably assured that the employee will earn during the probationary period.
  4. When it is known that the employee is to retire or when it is anticipated that the employee is to be separated, the total sick leave advanced will not exceed an amount that can be liquidated by accrual prior to the separation.
  5. The leave approving official will return the approval/disapproval within the time lines of Article 20-3.

#### Section 21-8

Sick leave accrued after a period of absence may not be retroactively substituted for such absence. When sick leave occurs within a period of annual leave, the supervisor will, upon request grant accrued sick leave for the period of sickness provided the claimed sick leave period is properly substantiated.

#### Section 21-9

The CPAC will notify the Union of donated leave recipients as they occur.

NOTE: It is understood that the release of any such information must comply with the Health Insurance Portability and Accountability Act (HIPPA) as well as the Privacy Act of 1974 and/or 5 C.F.R. Part 297 and that any information protected by any of the above cannot be released to the union or may only be released after such information has first been sanitized.

## **ARTICLE 22**

### **FAMILY AND MEDICAL LEAVE ACT**

The Employer will notify employees of their rights and responsibilities under the Family and Medical Leave Act (FMLA) of 1993, as amended. See Appendix J.

## **ARTICLE 23**

### **POSTION DESCRIPTION**

#### **Section 23-1**

The purpose of a position description is to describe officially, for pay and classification purposes, the relevant assigned skills and duties of the position. The purpose of the Standard Position Guide (SPG) for NF Pay Band employees is to provide a brief, but broad, description of the major duties to be performed by the incumbent. The SPG's are generic and may not fully apply to a single position but be usable for a broad range of similar positions. The SPG's will not list every duty to be performed.

#### **Section 23-2**

Position descriptions will be based upon the primary duties and responsibilities assigned to positions by supervisors and classified in accordance with Office of Personnel Management (OPM) Classification Standards. Additions, deletions, and amendments to position descriptions will be reviewed by a personnelist. Changes will be recorded on the official position description and classification records will be maintained. Supervisors will discuss changes with the employee and will provide a copy of the changed position description. (This paragraph does not pertain to SPG's.)

#### **Section 23-3**

Employees who reasonably believe that their position descriptions are inaccurate may meet and discuss this matter with their supervisors for clarification. When differences concerning the accuracy of a position description cannot be resolved between the supervisor and the employee, the employee may file a grievance under the negotiated grievance procedure.

#### **Section 23-4**

As prescribed by OPM and appropriate regulations, a detail is a temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail.

### Section 23-5

All noncompetitive details to higher graded positions will be limited to 120 calendar days within a 12 month period. When management determines that an assignment to a higher graded TDA authorized position will exceed 45 days, the qualified employee will be temporarily promoted noncompetitively for a period not to exceed 120 days. The Employer will initiate the Request for Personnel Action (RPA) at the earliest date that it is known by management that the temporary promotion will exceed 45 days but not later than 30 days into the detail. A detail to a higher graded position for more than 120 calendar days must be made under competitive procedures. Details to an equal or lower grade will only be accomplished as provided by appropriate laws, regulations and this Article.

### Section 23-6

A formal position description will not be required to cover details to unclassified positions. If the position is classified, then the position description will be utilized. The Employer agrees that when an employee is detailed, the supervisor will discuss with the employee the reasons for the detail, the nature of the duties to be performed and the anticipated length of the detail. This does not preclude the supervisor to whom the employee is detailed from assigning the employee other similar duties.

### Section 23-7

Informal details up to 30 calendar days will be recorded in the Official Personnel Folder (OPF) when the employee initiates paperwork to document such detail and forwards it through his supervisor.

### Section 23-8

The Employer will document all formal details for more than 30 consecutive calendar days on a Request for Personnel Action or DA 4018-R (NAF - Request for Personnel Action) which becomes a part of each affected employee's OPF.

## **ARTICLE 24**

### **POSITION CLASSIFICATION**

### Section 24-1

Any employee in the unit who believes that his position is improperly classified will first consult with his supervisor for information and guidance as to the basis for the classification of his position.

#### Section 24-2

In the event the employee is not satisfied with the explanation provided by his supervisor, the employee may request a meeting with a personnelist to discuss the matter. If the employee remains dissatisfied, he may pursue a classification appeal. The employee may request a Union representative to represent him in the classification appeal. Dissatisfaction over pay category, title, series, or grade of a position will be processed under the established classification appeal procedures and not under the negotiated grievance procedures. These procedures are available at the Civilian Personnel Advisory Center (CPAC).

#### Section 24-3

An employee will be informed when a determination has been made to change the classification of his position.

#### Section 24-4

The Employer will provide the Union President or designated representative access to classification standards and position descriptions as may be necessary to accomplish a resolution of an individual's dissatisfaction concerning position classification.

### **ARTICLE 25**

#### **WAGE SURVEYS**

#### Section 25-1

The Employer will promptly notify the Union President of the receipt of a notice authorizing a wage survey and survey results when received from the DoD Wage Fixing Authority.

#### Section 25-2

Upon confirmation that the Union is entitled to be represented on the local wage survey committee, the Union will nominate the specified number of qualified data collectors and alternates requested by the committee chairperson. Prior to nominating employees, the Union will ensure that nominees are willing to serve and will coordinate the selection with the respective supervisor. Employees who are accepted as data collectors will normally be released by their supervisors for the period(s) of time needed to participate in the survey process. If the employee cannot be released to participate in the wage survey process the reason will be provided to the Union, upon request.

### Section 25-3

Union representatives who are members of the Locality Wage Survey Committee or who are data collectors will be on duty status while actually participating in the Locality Wage Survey.

## **ARTICLE 26**

### **ENVIRONMENTAL DIFFERENTIAL PAY (EDP)**

#### Section 26-1

The Employer agrees that one of its objectives is to eliminate or reduce to the lowest possible level all hazards, physical hardships, and working conditions of an unusually severe nature. The Employer has a responsibility to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or working conditions of an unusually severe nature. When the Employer's actions do not practically eliminate the unusually severe nature of the hazard, physical hardship, or working conditions of an approved category, EDP will be paid. However, the existence of an environmental differential is not intended to condone work practices that circumvent Federal safety laws, rules, and requirements.

#### Section 26-2

The Office of Personnel Management approved categories and circumstances for which EDP may be paid to wage grade unit employees are listed in the Code of Federal Regulations (CFR.) Payment of EDP is determined based on a comparison of the local situation against the categories and circumstances listed in the CFR.

#### Section 26-3

Where the job-related hazard or environmental condition is practically eliminated by the use of personal protective clothing and equipment, workplace protective measures, training, or standard operating procedures, EDP will not be paid or will be terminated as appropriate.

#### Section 26-4

When the Union identifies possible working conditions it believes warrants payment of EDP, it will submit a written request with justification to the Employer. Within 14 calendar days after receipt of such a request, the Employer will request technically qualified safety and medical personnel to conduct a study of the Union's request. The Employer will provide the Union a written decision following completion of the study.

#### Section 26-5

All disputes concerning the payment of EDP will be resolved under the Negotiated Grievance Procedure. In resolving disputes, it is agreed by the Union and the Employer, the applicable government agency (i.e. Occupational Safety and Health Administration (OSHA)) standards, if any, will govern.

## **ARTICLE 27**

### **MERIT PROMOTION (AF ONLY)**

#### **Section 27-1 Purpose:**

The purpose and intent of this Article is to ensure that merit promotion principles are applied in a consistent manner with equity to all employees, and without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, age or sexual orientation and shall be based solely on job related criteria.

#### **Section 27-2 Scope:**

This article is applicable to all competitive service positions serviced by Fort Campbell Civilian Personnel Advisory Center (CPAC), with the exception of positions identified at mandatory Department of the Army (DA) wide referral levels, which are filled under the provisions of applicable career program, and positions filled through Medical Cell (MEDCELL). NAF merit placement and promotion will be in accordance with AR 215-3.

#### **Section 27-3 General Requirements:**

- a. Equal Employment Opportunity (EEO): Evaluation of qualifications, ranking of eligible, and selection for promotion will be made on a fair and equitable basis without discrimination for any non-merit reason such as: race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor.
- b. **Nepotism and Personal Favoritism:** No official may, in recommending or selecting candidates for promotion, show or give preference to any candidate based upon factors not pertinent to the candidate's qualifications for performing work of a higher level including personal friendship, kinship, or political connections. A management official may not appoint, employ, promote, or advance one of his/her relatives (by blood or marriage) to a position in his/her agency, nor may he/she

advocate a relative for appointment, employment, promotion, or advancement in the agency. Likewise, an individual may not be appointed, employed, promoted, or advanced if the action was advocated by a management official who is serving in or exercising jurisdiction or control over the agency and who is a relative of the individual. These provisions apply to all individuals in the rating ranking, evaluating and/or selecting processes for actions under this regulation.

#### Section 27-4 Competitive Actions:

The following placement actions must be accomplished in accordance with the competitive procedures of this plan:

- a. Permanent promotion to a higher-grade position or to a position with more promotion potential than any position previously held on a permanent basis in the competitive service.
- b. Reassignment or demotion to a position with more promotion potential than any position previously held on a permanent basis in the competitive service except as permitted by Reduction-in-Force (RIF) regulations and reassignment of an intern or trainee as part of the training and development plan.
- c. Time-limited promotion for more than 120 days to a higher-grade position. Prior service during the preceding 12 months under noncompetitive time-limited promotions and non-competitive details to higher grade positions count toward the 120 day total. A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures, and the fact that it may lead to a permanent promotion was made known to all potential candidates in the appropriate area of consideration.
- d. Detail of more than 120 days to a higher-graded position or to a position with greater promotion potential. Prior service during the preceding 12 months under noncompetitive detail to a higher grade position and noncompetitive time-limited promotion counts toward the 120 day limit.
- e. Selection for training, which is part of an authorized training agreement, part of a promotion program, or required by regulation before an employee may be considered for a promotion.
- f. Transfer or reinstatement to a position at a higher grade or with more promotion potential than any position previously held on a permanent basis in the competitive service.

#### Section 27-5 Actions Not Covered by Competitive Procedures:

The following actions shall be excluded from the competitive procedures:

- a. Promotion resulting re-classification when:
  - (1) No significant change in the duties and responsibilities due to issuance of a new classification standard, an updated Agency-wide classification policy, or the correction of a classification error.
  - (2) Position is upgraded due to accretion of additional duties and responsibilities.
- b. Placements made during or in lieu of (RIF) as permitted by governing regulations.
- c. Action involving statutory, regulatory or administrative placement, to include actions directed by higher command levels, arbitration decisions, court decisions, Merit Systems Protection Board (MSPB), local settlements and discrimination complaint decisions.
- d. Career Ladder Promotion: A promotion without further competition of an employee who was appointed in the competitive service from a civil service register, by delegated examining authority, by direct hire, by noncompetitive appointment or noncompetitive conversion, or under the competitive promotion procedures of this plan for an assignment intended to prepare the employee for the position being filled (the intent must be made as a matter of record and career ladders must be documented).
- e. Promotion to a grade previously held on a permanent basis in the competitive service (or in another merit system with which OPM has an interchange agreement) from which the employee was separated or demoted for other than performance or conduct reasons.
- f. Promotion, reassignment, demotion, transfer, reinstatement, or detail to a position having no greater promotion potential than that of a position that the employee currently holds or previously held on a permanent basis in the competitive service (or other merit system with which OPM has an interchange agreement) from which the employee was separated or demoted for other than performance or conduct reasons. This includes positions previously held that were encompassed within a National Security Personnel System (NSPS) pay band (e.g. promotion of a current GS-12 employee who previously held a YA-02 position which encompassed the GS-13 grade level).



- g. Temporary promotions of 120 days or less: Prior service during the preceding 12 months under noncompetitive time-limited promotions and noncompetitive details to higher-grade positions counts toward the 120 day total.
- h. Detail to a higher-grade position or a position with known promotion potential of 120 days or less. Prior service during the preceding 12 months under noncompetitive details to higher-grade positions and noncompetitive time-limited promotions count toward the 120 day total. Details to higher grades will not be interrupted for the purpose of avoiding temporary promotion.
- i. Promotion or placement of an employee entitled to noncompetitive priority consideration as corrective action for failure to be given proper consideration under the requirements of this plan.
- j. Placement of employees who have eligibility for special consideration for re-promotion. These employees are those who are receiving grade or pay retention benefits due to involuntary placement in a lower grade or declination of functional transfer.
- k. Noncompetitive conversion of severely disabled individuals and promotion after conversion provided the position occupied has an established full performance level (career ladder).
- l. Noncompetitive conversion of students under a Pathways Program and promotion after conversion provided the position occupied has an established full performance level (career ladder).
- m. Permanent noncompetitive appointment of eligible veterans with a 30% or more disability who are serving on temporary appointments and promotion after conversion provided the position occupied has an established full performance level (career ladder).
- n. Noncompetitive appointment of Veteran's Recruitment Appointment (VRA) eligible's and promotion after conversion provided the position occupied has an established full performance level (career ladder).
- o. Noncompetitive appointment of OPM interchange agreement eligible's, reinstatement eligible's, Non-Appropriated Fund (NAF) interchange agreement and Executive Order 12721 eligible's to grades no higher than held on a permanent basis.
- p. Other types of actions not specified above which are permitted by regulation and are consistent with the spirit and intent of the merit principles

delineated in Title 5, United States Code.

Section 27-6 Responsibilities and Procedures:

a. The Employer, through CPAC, is responsible for:

- (1) Administering the merit promotion and placement program to ensure that the provisions of this plan and the spirit and intent of Title 5, United States Code are met.
- (2) Advising, assisting and disseminating information pertaining to recruitment strategies; appropriate areas of consideration; selection criteria; determining conditions of employment; regulatory requirements, and supervisory and employee responsibilities.
- (3) Preparing merit promotion vacancy announcements.
- (4) Rating for basic qualifications, eligibility and applying content valid assessment methodologies to identify highly/best-qualified candidates.
- (5) Issuing referral lists to the supervisor/manager.
- (6) Keeping automated staffing systems current so applicants are notified of eligibility/ineligibility, rating determinations, selection/non-selection and applicants who are eligible but not referred for selection consideration.
- (7) Validating selections in accordance with laws, rules and regulations.
- (8) Providing information and data in response to inquiries.
- (9) Maintaining records.
- (10) Responding to inquiries from applicants, managers, EEO officials and other appropriate parties that are not addressed in the automated staffing notification system.
- (11) Making job offers and establishing proposed effective dates in coordination with selecting officials.

b. Managers and supervisors are responsible for:

- (1) Communicating the provisions of this plan to employees.

- (2) Anticipating personnel requirements and initiating appropriate action in a timely manner.
- (3) Reviewing and monitoring selection procedures to ensure compliance with the spirit of the affirmative action program goals and objectives and the merit principles of Title 5, United States Code.
- (4) Assisting employees upon request in applying for vacancies, and upon written request notifying employees of merit promotion announcements during their absence for legitimate reasons such as temporary duty (TDY) or deployment.
- (5) Developing recruitment strategies and identifying appropriate areas of consideration with the assistance of the servicing Human Resources Specialist.
- (6) Approving and providing input to job-related assessment criteria with the assistance of the servicing Human Resources (HR) Specialist.
- (7) Obtaining any required organizational approvals for recruitment action to include providing complete information for all Requests for Personnel Action (RPA).
- (8) Arranging and conducting rating/ranking panels when necessary.
- (9) Promptly making and documenting selections from referral lists.
- (10) Obtaining necessary reviews of the selection by higher management officials.
- (11) Providing assistance and counseling to employees on self-development opportunities, application procedures and reasons for non-selection upon request.
- (12) Excusing employees without charge to leave or loss of pay to take advantage of scheduled examinations and/or interviews required within DoD. This provision does not cover travel time to job searches or interviews outside of the commuting area (50 miles from their duty station).

c. Employees are responsible for:

- (1) Reviewing designated applicable web sites (e.g., army civilianservice.com, USAJobs.gov) for job announcements.

- (2) Reviewing job announcements prior to application to determine whether or not they meet the specific experience, education and training requirements for the position.
- (3) Applying for jobs for which they are qualified and interested by providing all required documentation requested on vacancy announcements.
- (4) Notifying their supervisors/managers in writing of job opportunities for which they are interested in applying during periods of legitimate absence and providing their contact information to which notifications can be sent.
- (5) Seeking advice and assistance from their supervisors on the provisions of this plan, preparation of application materials and self-development opportunities.
- (6) Promptly notifying the designated office of acceptance or declination of a job offer after notification of selection.
- (7) Keeping their resume updated with current home address, telephone number and job location/experience.

Section 27-7 Area of Consideration:

- a. The area of consideration must be sufficiently broad to ensure the availability of a reasonable number of high quality candidates, taking into account the nature and level of the position to be filled, merit principles, EEO affirmative action goals and objectives and applicable regulations and requirements of the negotiated agreement.
- b. The area of consideration will be identified in the merit promotion vacancy announcement. As a minimum, the area of consideration must include current Department of the Army (DA) employees with competitive status, plus applications received by the closing date of the vacancy announcement from all DA employees with competitive status who are outside the minimum area of consideration.
- c. To the maximum extent practical, immediately appointable family members who are relocating to accompany DA military and civilian sponsors and candidates eligible for special noncompetitive appointments (e.g., Veterans Recruitment Appointment, severely disabled, disabled veterans, etc.) should be considered for competitive service jobs within the constraints set by the special appointing authorities.

- d. The area of consideration may be expanded beyond the minimum area at any time during the recruitment process to meet the recruitment need with the issuance of an amended or new vacancy announcement.

#### Section 27-8 Application Procedures:

Application procedures will be described in the instructions for the automated application system and merit promotion vacancy announcements.

- a. Job Announcements: Job announcements used to solicit candidates will be published on USAJOBS.gov as required by OPM when filling vacancies through the competitive procedures described in this plan.
- b. Job announcements will include:
  - (1) Job announcement number, opening and closing dates.
  - (2) Position title/series/grade (to include full performance level, if appropriate) organization, salary and location, and work unit.
  - (3) Sufficient information for the employee to understand the area of consideration.
  - (4) A summary of the job duties.
  - (5) A statement of the required qualification requirements or information on where the qualification requirements may be found.
  - (6) Designation of any special requirements.
  - (7) EEO statement.
  - (8) That the position being filled is one with known promotion potential, if applicable.
  - (9) Instructions on how to apply or information on where the instructions may be found.
  - (10) Job announcements will normally be open for receipt of applications for a minimum period of seven calendar days.

#### Section 27-9 Competitive Procedures and Candidate Evaluation:

- a. Applicants will be required to submit a resume for processing into an automated database. Application package will be considered incomplete if they do not include the required information as listed in the vacancy

announcement. All resumes received, accepted and verified will be stored in the database. Applicants will receive consideration for jobs by applying to open job announcements. Applications must be received by the closing date of the job announcement.

- b. To be eligible for promotion or placement under this plan, applicants must meet all eligibility requirements and minimum qualification requirements prescribed by OPM within 30 days of the closing date of the announcement. Applicants for promotion or placement into a job having greater growth potential than their current job (or one previously held) must have a rating of fully successful or higher in their most recent annual performance appraisal. In the absence of an appraisal, applicant will be presumed to be fully successful.
- c. Referral lists will be valid for a period of 14 working days from the date issued. The CPAC director may grant reasonable extensions when requested by the selecting official. The authority to grant an extension may be delegated to a Human Resources Specialist supervisor. Additional selections may be made from an issued list for a period of 120 days.
- d. When there are ten or fewer candidates who meet minimum qualifications, simplified candidate evaluation procedures may be used.
- e. Selection Procedures:
  - (1) A reasonable number of best qualified candidates will be referred to the selecting official.
  - (2) Selecting officials have the right to consider and/or select candidates from any appropriate source in accordance with governing regulations and negotiated agreements.
  - (3) The selecting official may or may not select from among a group of qualified candidates referred for selection consideration.
  - (4) Selections will be based solely on job-related criteria and the reasons for selection will be annotated on the referral list.
  - (5) Selecting officials have the option to interview any, all, or none of the best qualified candidates.
  - (6) When an interview is used, the selecting official will ask questions that allow for objective and merit based evaluation of the candidate as related to the position being filled.
  - (7) The selection process will be consistently applied to all candidates.

- (8) Assessment criteria used to evaluate candidates must be fair, merit based, and applied equitably. Due weight shall be given to performance appraisals and incentive awards disclosed by the candidate.
- (9) When a selection panel is used, the following conditions apply:
  - (a) Panel members should be at or above the grade level of the position being filled, should know the requirements of the position being filled and may not be an applicant for the position.
  - (b) The panel will be instructed on procedures for rating and ranking applicants.
- f. Selection Notifications: The CPAC will notify selected candidates and make tentative/firm job offers.
- g. Effective/Release Dates: The CPAC will establish entrance on duty or proposed effective dates in coordination with the selecting official. Normally, promotions or position changes of employees selected under merit promotion and internal placement procedures for positions outside their current supervisory unit will be effective one full pay period following selection and/or notification to the losing activity. By mutual agreement, the gaining and losing activities may negotiate a shorter or longer release date as local requirements dictate. Release dates for selectees from outside the installation will be negotiated between the gaining CPAC and the selectee's servicing personnel office/CPAC.

#### Section 27-10 Records:

- a. Placement records will be subject to review by internal evaluation methods and by higher authority. Records and other applicable regulations used to document placement actions will be maintained for a minimum of three years.
- b. Sufficient documentation will be available within the placement records to provide a clear audit trail and permit a complete reconstruction of any action under this plan.
- c. The selecting official is highly encouraged to respond to bargaining unit employee's general questions concerning their non-selection, to include ways they may improve for future competition.

#### Section 27-11 Corrective Actions:

- a. Immediate action should be taken to correct a violation or program deficiency. Appropriate corrective action required as a result of a procedural, regulatory or program violation of this plan or regulation will be accomplished in accordance with relevant sections of Title 5, United States Code and the Code of Federal Regulations (CFR).
- b. In order to ensure that actions are processed in accordance with regulatory and/or procedural requirements, corrections of errors or oversight will be made as soon as they are discovered to include correcting any outstanding referral lists. The promotion records will be so documented.
- c. Applicants who miss consideration for a vacancy, due to administrative or other error, will be granted priority consideration for the next “like” vacancy. A “like” vacancy is one with the same position title, series and grade equivalency and in the same geographic location as the vacancy for which consideration was missed. Priority consideration will be granted only once when it can be determined that the applicant would have been on the referral list had the error not occurred. Priority consideration means that the name and resume of the individual are sent to the selecting official prior to issuing a referral list from any vacancy announcement. Priority consideration does not guarantee selection.
- d. Discovery of procedural, regulatory or program violations prior to the effective date of the action will lead to suspension of the action until such time as the matter is resolved and properly documented.

#### Section 27-12 Changes to Merit Promotion Plan

Whenever there is a change to this plan, as a result of OPM/CHRA policies and/or procedures, the parties agree to open this article and bargain the implantation of those changes. If impasse results, the parties agree to use FMCS/FSIP to seek resolution.

### **ARTICLE 28**

#### **REDUCTIONS-IN-FORCE (AF)/BUSINESS BASED ACTIONS (NAF)**

#### Section 28-1

Reductions-in-Force (RIF) will be conducted in accordance with 5 CFR, part 351. Business Based Actions (BBA) will be conducted in accordance AR 215-3.



## Section 28-2

To the extent possible, not prohibited by law and without interfering with the accomplishment of the mission, the Employer will use reshaping actions to mitigate or avoid a RIF/BBA. These actions could include managerial reassignments, VERA/VSIP authority, attrition and cost reduction efforts.

## Section 28-3

The Employer will notify the Union President, or his designee, of the necessity for any RIF/BBA affecting unit employees as soon as practical. The information provided to the Union will include if available:

- a. The reason(s) for affecting a RIF/BBA.
- b. The competitive area in which the RIF will be conducted.
- c. The competitive levels to be initially affected.
- d. The number and work location of employees involved.
- e. The proposed effective date.
- f. Reshaping actions used to avoid or mitigate the RIF/BBA.

The Employer will also provide updated RIF/BBA information, IAW the negotiated ground rules, to the Union as soon as it is available.

## Section 28-4

The Employer agrees to conduct a briefing session for employees affected by RIF, as soon as possible, after the specific notices are issued. Briefings will include eligibility requirements for retirement, buy-out opportunities, severance pay, career transition, priority placement, reemployment, continued health insurance coverage, and unemployment compensation. A designated representative of the Employer will take questions and attempt to provide immediate answer. If immediate answers cannot be provided, then answers to those questions may be distributed via email to those attending the briefing. CPAC will conduct individual counseling sessions with affected employees to answer individual questions. The Union will render its assistance in communicating to employees the reason for affecting any RIF to include participating in the briefing session. Employees will be granted administrative time to review their OPF, attend resume building classes and to prepare their resumes.

## Section 28-5

Employees are responsible to ensure that their OPF is up-to-date. Verification should include veteran's preference, the three most recent performance ratings of record received during the preceding four year period, all periods of federal civilian and military service, completed training, current licenses and certifications, education and experience gained outside of federal service. The Agency will expeditiously resolve any discrepancies they can adjust.

#### Section 28-6

The Employer will announce the cutoff date for updating the employee's Official Personnel File (OPF). The announcement will be no later than 14 days prior to the actual cutoff date (AF only). Supplemental information (i.e., education, training, and experience) submitted by an employee after the announced cutoff date, will not be used in determining the employee's placement rights prior to the effective date of the RIF notice, but will be used to determine the qualifications for vacancies received after issuance of notices but before implementation of the RIF.

#### Section 28-7

The Union will receive the retention registers when it is generated. If the Employer is present during the generation of the register the Union will be offered the same opportunity to be present.

NOTE: It is understood that any documents containing information protected by the Privacy Act of 1974 and/or 5 C.F.R. part 297 cannot be released or may only be released after such information has first been sanitized.

#### Section 28-8

The Employer will make final notification to the Union President, or his designee, of a RIF at the same time the specific notices are issued to affected AF employees. For BBAs, the Union will be notified at least 24 hours in advance of employee written notification. Employees not in a duty status at the time of notification will be informed by certified mail. The post mark date will serve as the official notification date. Notices will not be issued or made effective between 15 November and 3 January.

#### Section 28-9

The Employer prepares a report when RIF notices are issued. A copy will be provided to the Union. The report should list the following information for each employee: position title, job number, pay plan, series and grade, competitive level, tenure group, and subgroup and service computation date. At a minimum, the report will contain a list for the affected job titles and the names of the affected employees.

#### Section 28-10

When possible, the Employer will retain employees affected by a RIF/BBA action in an active status during any RIF/BBA notice period. When in an emergency, the Employer lacks funds for all or part of the notice period, the Employer will place the employees in a non-pay status without their consent. Employees who believe that they were placed in a non-pay status in violation of controlling regulations may appeal such action in accordance with Article 32 of this agreement.

#### Section 28-11

In the event of a RIF/BBA decision, the Employer will utilize existing vacancies to the maximum extent possible, when it is in the best interest of the Employer and the employee, to satisfy assignment rights of employees affected by the RIF/BBA action. Such vacancies and assignment rights exist only in the RIF competitive area to which the employee is assigned at the time the RIF is affected. Identified vacant positions will not be withheld for the purpose of avoiding its use under RIF procedures.

#### Section 28-12

For AF employees and upon their request, the Employer agrees to forward to OPM the employee's request for a waiver of Federal Employee Health Benefits (FEHB) enrollment period requirements for the employee to continue medical insurance upon Voluntary Early Retirement Authority (VERA). NAF employees will be advised if they meet medical plan participation waiver requirements identified in AR 215-3.

#### Section 28-13

CPAC will request other Fort Campbell Employers, outside the competitive area, to consider affected employees for current and future vacancies.

#### Section 28-14

When more than ten employees are released from continued employment due to RIF/BBA actions, CPAC will request State Unemployment Insurance Agencies to brief employees on benefits, eligibility requirements, and application procedures. Employees will receive administrative time in order to apply for unemployment benefits.

#### Section 28-15

Hiring preferences for filling vacancies will be granted to qualified RIF-impacted employees for a two year period or to BBA-impacted employees for a one year period following the effective date of the RIF/BBA.

### Section 28-16

Re-promotion preferences will be given to qualified or re-trainable RIF-impacted employees for a two year period or to BBA-impacted employees for a one year period following the effective date of the RIF/BBA.

## **ARTICLE 29**

### **INFORMAL ACTIONS**

#### Section 29-1 GENERAL

Informal actions are not disciplinary but are intended to correct the employee's conduct before more serious action is necessary and do not become a part of the employee's OPF. These actions include verbal counseling, oral admonition, written warning or letter of instruction.

#### Section 29-2 NOTIFICATION

The supervisor will advise the employee when an informal action is placed in the employee's personnel file and will provide a copy to the employee. The issuance will occur in an area where there is a reasonable expectation of privacy. The employee will be given the opportunity to acknowledge and respond to the informal action. If the employee believes the issuance could lead to a disciplinary action he may request Union Representation. The supervisor shall retain the employee's response, if any, in his personnel file.

#### Section 29-3 DISPOSITION

Verbal counseling, oral admonition, and written warnings will be expunged 30 days after the end of the rating cycle in which the incident occurred, provided no further action has been initiated. Employees are encouraged to discuss their improved conduct with their supervisor, to include consideration of early removal of the informal action.

## **ARTICLE 30**

### **DISCIPLINE**

#### **Section 30-1 General**

The parties recognize that appropriately applied disciplinary actions promote the efficiency of the service. The objective of a disciplinary action is to correct and improve employee

behavior. Disciplinary action will be timely, corrective, progressive, equitable and based upon preponderance of the evidence. The Employer will apply the criterion of just and sufficient cause in administering discipline. A common pattern of progressive discipline is a Letter of Reprimand, short term suspension, long term suspension and removal. Any of these steps may be bypassed when the severe nature of the behavior makes a lesser form of discipline inappropriate.

#### Section 30-2 Definitions:

**Informal actions** – Oral admonishments, letters of warning, etc; are not discipline, but are intended to correct the conduct before more serious actions are deemed necessary. See Article 29

**Letter of Reprimand** – A form of alternative discipline used in place of an adverse action.

**Adverse Action** - Any action addressing an employee's conduct which results in suspension, reduction in grade or pay or removal as prescribed in 5 CFR 752, 5 CFR 315, or AR 215-3, as appropriate.

#### Section 30-3

When the Employer suspects' disciplinary action may be required to correct conduct on the part of the employee, the following procedures apply:

- a. A Weingarten meeting will be held in a private venue to ensure relevant facts are known by both parties. The supervisor or designated representative will notify the employee in advance, of the purpose, specific reason, attendees, and that disciplinary action is under consideration to allow the employee the opportunity to obtain Union representation prior to the scheduled meeting.
- b. The employee will be afforded an opportunity to explain the basis of his action during the Weingarten meeting, unless the employee elects not to discuss the incident. After the meeting, the employee will not be questioned further about the incident unless his representative is present. The employee may provide additional information before the notice of intent is issued. If disciplinary action is not to be pursued, the employee and his representative will be notified.
- c. The notification of the intent to pursue a disciplinary action should be accomplished at the earliest practicable date. If the proposed disciplinary action is not issued within 21 calendar days, the supervisor or designated representative will inform the employee of the expected date of issuance. Subsequent to issuance, the employee will not be questioned further about the incident unless his representative is present.

#### Section 30-4 Procedure for Adverse Actions

- a. The Employer will provide the employee with at least 30 days advance written notice of the effective date of proposed action unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations such as those found in 5 C.F.R. 752.404(d)(1) and (2). The proposal will reference the applicable regulations, statutes and this negotiated agreement.
- b. The proposal will include:
- The specific charges and/or narrative to include date, time, place and event
  - The name and contact information, to include email address of the deciding official
  - Assistance available and appropriate contact information for remedial purposes
  - The employee's rights to Union representation, attorney, or other representative
  - AFGE Local 2022 contact information including phone number
  - Copies of the materials relied upon to support the proposed action
  - The employee's right to a reasonable amount of duty time to seek assistance from his representative, to secure statements, and to prepare his reply during duty hours in accordance with the procedures in Article 5
  - The employee's right to submit a written and/or oral reply within 14 calendar days unless the circumstances require the application of a reduced reply period or exception to the reply period in accordance with government-wide regulations such as those found in 5 C.F.R. 752.404(d)(1) and (2) respectively.
  - The employee's right to request an extension to the reply period and a reason if denied
- c. Formal hearings will not be used in connection with the notice of proposed Adverse Action.
- d. During the oral reply, the deciding official may have one management representative or a confidential employee in attendance. The Union may have an additional representative present. A memorandum for record summarizing the oral reply will be prepared and given to the employee.

- e. The deciding official will furnish a written notice of decision within a reasonable timeframe after the expiration of the reply period. Relevant Douglas Factors will be considered when making the decision. The decision letter shall include applicable information contained in Section 30-4b. Extensions will normally be approved and a reason will be provided if denied.
- f. The notice of decision for adverse actions will inform the employee of his EEO, MSPB appeal rights, grievance rights and the time limits for filing. Grievances will be initiated in accordance with Article 32.

#### Section 30-5 Letters of Reprimand (LOR)

When a determination is made that a written reprimand is necessary to correct an employee's conduct. The following procedures apply:

- Preliminary procedures in Section 30-3
- The employee will be issued a written notice of intent.
- The LOR will be issued within a reasonable timeframe after the notification of the intent to pursue a disciplinary action.
- a. The LOR shall contain the applicable information as required in Section 30-4b and the information used to support the LOR will be provided.
- b. A formal reprimand may be grieved in accordance with Article 32. LOR will be retained locally until employee's grievance process has been completed.
- c. A formal written reprimand is not permanent in nature and will be withdrawn from the official personnel folder:
  1. Upon expiration of the period specified in the LOR, but NTE 18 months from the employee's receipt of the LOR.
  2. Upon departure of the employee from the Department of the Army.
  3. Upon determination through an appropriate adjudicatory procedure or by an appropriate management official of the involved activity that the reprimand is unwarranted and must be withdrawn.
  4. Upon a determination by the initiating supervisor that the employee has sufficiently corrected his or her behavior and the LOR has served its purpose.

### Section 30-6 Last Chance Agreements (LCA)

- a. "Last Chance Agreements" (LCA) refer to situations in which the Agency agrees to place a disciplinary or adverse action against an employee in abeyance in exchange for the employee's agreement to conform to certain conduct expectations for a set period of time. If the employee does not meet his or her obligation under the agreement, then the Agency will implement the disciplinary or adverse action.
- b. Prior to offering an employee a LCA, the Union will be notified and given an opportunity to be present at any meeting in which the employee is offered such an agreement.
- c. The existence and terms of the LCA may be shared only with such agency officials who have a need to know for the implementation and compliance with the agreement.

### Section 30-7 Alternative Discipline

The Employee or Employer may propose an Alternative Discipline opportunity during the oral/written reply period.

## **ARTICLE 31**

### **ALTERNATIVE DISCIPLINE**

#### Section 31-1

Alternative forms of discipline are often of benefit to both the employee and the Agency. The objectives of alternative discipline include:

- a. Improving communications and interpersonal working relationships between supervisors and employee
- b. Correcting behavioral problems
- c. Reducing the costs and delays inherent in traditional disciplinary actions
- d. Decreasing the contentiousness between the parties

#### Section 31-2

Alternative discipline is an option only when the disciplinary action would otherwise involve an official reprimand or a suspension of 14 days or less.



### Section 31-3

Prior to proposing a traditional form of discipline, the Agency will notify the employee that such discipline is being contemplated and that the employee may request consideration of an alternative form of discipline.

The employee will have five workdays to request consideration of the alternative discipline option. Should the employee request consideration of alternative discipline, a meeting(s) will be held and concluded within five workdays of the request.

#### Examples:

- Performing some community service
- Researching and writing an essay
- Facilitate a training session

The advantage to the employee in receiving alternative discipline is that the employee generally will not have to spend any time without pay.

Management still retains the right to take disciplinary action under 5 U.S.C. 7106 (a)(2)(B). As a result the Agency would decide what disciplinary action is to be taken. This article allows the employee to ask the supervisor to consider an alternative form of discipline.

## **ARTICLE 32**

### **GRIEVANCE PROCEDURES**

#### Section 32-1 General

The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable resolution of grievances. These negotiated grievance procedures shall be the exclusive procedures available to the Union, the Employer and the employees in the bargaining unit for resolving grievances. The Employer and the Union agree that every effort will be made by management and the aggrieved to settle grievances at the lowest possible level.

- a. The filing of a grievance shall not reflect unfavorably on an employee's good standing, performance, loyalty or desirability to the organization.

- b. Employees who believe they have a grievable issue are encouraged to contact the Union as soon as possible to have their rights explained.
- c. Nothing in this Article precludes an employee or group of employees from filing a grievance(s) and from having it resolved without the assistance of the Union, as long as the requested relief is not inconsistent with the terms of the CBA, and the Employer has given the Union the opportunity to be present during settlement meetings or formal discussions.
- d. Nothing in this Article precludes an employee or group of employees from using the Alternative Dispute Resolution (ADR) procedures to resolve a grievance. (Appendix G)

### Section 32-2 Definition

The term "grievance" means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee
- b. By any labor organization concerning any matter relating to the employment of any employee or
- c. By any employee, labor organization, or agency concerning: the effect, interpretation, and a claim of breach of the CBA, any claimed violation, misinterpretation, and misapplication of any law, rule, or regulation affecting conditions of employment.

### Section 32-3 Time Limits

In the administration of this Article, the time limits specified will be counted in calendar days. If the last day of the specified time limit falls on a non-business day (Saturday, Sunday or Federal Holiday) the time limit will be extended to 1500 hours on the next regular business day.

- a. Grievances or notification of potential grievances must be presented in writing to the lowest level supervisor who can grant relief sought within 30 calendar days after the discovery of the incident or the decision which gave rise to the grievance.
- b. If the Step 1 deciding official fails to comply with the Step 1 Grievance procedures in a timely manner, the Union has the right to meet with the respective Director (or equivalent) to discuss the matter of timeliness.
- c. If the Step 2 deciding official fails to comply with the Step 2 Grievance procedures in a timely manner, the Union has the option of immediately invoking arbitration or discussing the issue of timeliness with the Director's (or equivalent) supervisor.

- d. An extension of the time limit may be requested and will be granted if both the Employer and the Union/designated representative mutually agree. Requests for an extension should be requested in writing and contain the reason(s) for the request. If time precludes a written request, an extension may be approved orally and followed up in writing.
- e. The Employer may declare a grievance is untimely filed or is a matter not covered by the grievance procedures at any stage of the grievance procedures; however, this doesn't preclude the Union from timely pursuing the grievance through the grievance/arbitration procedures. Questions as to whether a matter is grievable and/or arbitrable shall be referred to an arbitrator as a threshold issue.

#### Section 32-4 Grievance Exclusions

The following matters are specifically excluded from consideration under the negotiated grievance procedures and will not be received or processed:

- a. Any claimed violation of subchapter III of Chapter 73 of Title 5 USC (relating to prohibited political activities).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under section 7532 of Title 5 USC.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction and grade or pay of an employee.
- f. Any action pertaining to a reduction in force (RIF).

#### Section 32-5 Appeal and Grievance Options

For the purpose of this section and pursuant to Section 7121 (e) (1) of the Federal Service Labor Management Relations Statute, an employee may raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. The employee shall be deemed to have exercised his option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance, in writing, under the negotiated grievance procedure, whichever event occurs first. An aggrieved employee affected by:

- a. Removal, suspension of 14 days or more, reduction in grade or pay, or furlough for 30 days or less in accordance with 5 U.S.C. 7512.
- b. Reduction in grade or removal in accordance with 5 U.S.C. 4303.

- c. Prohibited personnel practice in accordance with 5 U.S.C. 2302 (b) (1).

#### Section 32-6 Grievance Requirements

- a. All grievances filed under the provisions of the Negotiated Grievance Procedures must be delivered using the grievance form at Appendix H, and acknowledged receipt by the management official within the work unit or their designated representative and shall contain, as a minimum, the following:
1. A clear statement of the problem to be addressed. The statement must include relevant information regarding the “who, what, where, why, when, and how” of the situations.
  2. Personal relief sought to remedy the grievance. “Personal Relief” means a specific remedy directly benefiting the grievant(s). It may not include a request for action (e.g. disciplinary action, etc.) that affects another employee. If the personal relief is not set forth and specified on the grievance form, it will serve as the basis for rejecting the grievance.
  3. Copies of all relevant documents and or related information to be relied upon by the employee to support their grievance. Normally, these copies should be attached to the grievance form for consideration by the deciding officials at Step 1 and 2. Documents and other info not presented prior to the Step 3 grievance written decision will not be considered in resolving the grievance.
  4. The employee’s signature.
  5. The name, organization, and telephone number of his representative, if any.
- b. In any instance, where more than one employee is pursuing an identical grievance, (normally a work unit under a common supervisor) the Union shall:
1. Select one grievant and one representative to pursue the grievance
  2. Provide a list of the other grievant(s) to the Employer
  3. Agree that all complainants will be bound by the outcome of the grievance.

#### Section 32-7 Choice of Representation

When a bargaining unit employee uses the negotiated grievance procedures he must either represent himself or designate his representative.

- a. If an employee chooses to designate a representative, he must do so in writing and must discuss their choice with the Union prior to filing a grievance. The grievance

form shall indicate the Union's acknowledgment of the employee's choice of representative. Any changes in the designated representative of an employee will be made in writing to the Employer and the Union.

- b. At each step of the grievance, the Employer shall notify the Union of the date, time, and location of the grievance meeting.

#### Section 32-8 Grievance Preparation

Employees will be given a reasonable amount of duty time to prepare their grievances. This includes time to seek statements from witnesses who will also be allowed sufficient duty time to record statements in writing IAW the rights and procedures in Article 5.

#### Section 32-9 Witness Availability

At each step of the grievance procedure, a reasonable number of employees shall be made available by the Employer, as witnesses and will not suffer loss of pay or charge to leave while they are serving in that capacity if otherwise in a duty status.

#### Section 32-10 Data Request

The Employer will furnish to the Union, or his authorized representative, upon written request, and to the extent not prohibited by law, data which is normally maintained by the Agency in the regular course of business; and is reasonably available and necessary for the purpose of substantiating the potential grievance. Time limits shall be automatically extended for the same number of days it takes to receive the data that has been requested.

#### Section 32-11 Grievance Meeting Participants

- a. At any step of the grievance procedure, the employee who initiated the grievance may be present during the discussion and shall suffer no loss of pay or leave.
- b. The deciding official will be present during these proceedings, and normally a management representative may be present as an observer. The Union will be notified in advance if more than two management officials will be present. Both parties understand that the dialogue will remain between the grievant/union representative(s) and the designated deciding official. (The grievant is not counted as a representative). The parties may caucus during these proceedings.
- c. Witnesses for the employee will be allowed to provide an oral statement.

## **Section 32-12 Employee Grievance Procedure**

All grievances shall be filed at Step 1 with the exception of a disciplinary action which will start at Step 3. The Employer shall provide the contact information for the Step 3 deciding official in the notice of the decision IAW Article 30-4b using the grievance form. Recording devices will not be used during any grievance proceeding without the consent of all parties involved.

### **Step 1**

- a. Within 30 calendar days of the incident or decision giving rise to the grievance, the employee will submit their written grievance IAW 32-5.
- b. The grievance will be submitted to the management official with the authority to resolve the grievance.
- c. This official or their designee will acknowledge the receipt of the grievance in writing.
- d. After receipt of the grievance, the Step 1 deciding official will, upon request and within seven calendar days, meet with the grievant and his representative, if any, to discuss the grievance.
- e. A written decision will be rendered to the grievant and his representative (if appointed) within seven calendar days after either receipt of the grievance or after the grievance meeting, if held. This timeline can be extended IAW 32-3.
- f. The decision memorandum will include the grievance package, name, email address, and contact phone number of the Step 2 official.

### **Step 2**

- a. If the requested relief is not granted at the Step 1 and the grievant desires to pursue the grievance, he will contact the Step 2 deciding official with seven calendar days to schedule a meeting to discuss the grievance.
- b. This official or their designee will acknowledge the receipt of the grievance in writing.
- c. After receipt of the grievance, the Step 2 deciding official will, upon request and within seven calendar days, meet with the grievant and his representative, if any, to discuss the grievance.
- d. A written decision will be rendered to the grievant and his representative (if appointed) within seven calendar days after either receipt of the grievance or after the grievance meeting, if held. This timeline can be extended IAW 32-3.

- e. The decision memorandum will include the grievance package, name, email address, and contact phone number of the Step 3 official.

### **Step 3**

- a. If the grievance is not resolved at Step 2, the grievant or designated representative may, within seven calendar days, submit the Step 2 grievance package to the Step 3 official to schedule a meeting to discuss the grievance.
- b. After receipt of the grievance, the Step 3 deciding official will upon request, meet with the grievant and his representative, if any, within seven calendar days to discuss the grievance.
- c. A written decision will be rendered within 14 calendar days after either receipt of the written grievance or after the grievance meeting, if held.
- d. The Step 3 deciding official's decision is final unless the Union invokes arbitrations.
- e. If the Step 3 deciding official is located off the Installation and the employee elects to meet with the deciding official, the Employer will make the arrangements and provide the resources for the meeting (e.g. video teleconference).
- f. If the meeting/video teleconference is not possible, the Employer shall resource a face to face meeting for the grievant, representative, and witnesses with the Step 3 deciding official.

### **Section 32-13 Employer-Union Grievance Procedure**

NOTE: The procedure in this section will not be used to resolve individual employee grievances which must be resolved solely under Section 32-12.

- a. All Employer or Union grievances will be presented, in writing, to the head of the organization or the Union President, with a copy furnished to the Labor Relation Officer, Civilian Personnel Advisory Center, Fort Campbell within 30 calendar days of the incident, decision or discovery of the issue giving rise to the grievance.
- b. The grievance submission will include all known pertinent data relating to the matter under discussion, including the issues involved, dates, places, personnel involved, rationale supporting the party's contentions and the remedial action sought to resolve the issue.
- c. The parties shall meet within 15 calendar days of receipt of the grievance to discuss the grievance and attempt informal resolution. If informal resolution is not achieved by the parties at the meeting, the party to whom the grievance was

submitted will inform the other party of its decision in writing within 30 calendar days after the meeting.

- d. The decision will be considered to be final unless the other party invokes arbitration.

## **ARTICLE 33**

### **ARBITRATION PROCEDURES**

#### Section 33-1

Any grievance or dispute not satisfactorily settled in accordance with the Negotiated Grievance Procedures (Article 32) may be submitted to arbitration under the provisions of this Article.

#### Section 33-2

Only the Employer or the Union may invoke arbitration. The decision to arbitrate a grievance or dispute shall be in writing and be delivered to the other party (Employer or Union) within 30 calendar days following the receipt of the final grievance decision.

#### Section 33-3

Once arbitration is invoked the parties will meet no later than seven calendar days (or before any agreed upon extension of time has expired) to jointly request a list of seven impartial arbitrators qualified in Federal Labor-Management relations issues from the Federal Mediation and Conciliation Service (FMCS). The requests will be made via FMCS Form R-43 (Request for Arbitration Panel) and submitted to the FMCS, Office of Arbitration Services, and Washington D.C. 20427. The request will include any required fee payments for FMCS services, and will be paid by the invoking party.

- a. Upon receipt of the list of arbitrators, the parties shall meet within 14 calendar days (or before expiration of any agreed upon extension) to select the arbitrator.
- b. If the parties cannot mutually agree upon one of the listed arbitrators from the FMCS listing, then the parties will alternately strike one arbitrator's name from the list of seven and shall then repeat this procedure. The party that invoked arbitration shall strike the first name. The remaining name shall be the selected arbitrator. The parties will jointly notify the FMCS of the selected arbitrator or may jointly contact the arbitrator directly to schedule a hearing date.

#### Section 33-4



If, for any reason, one of the parties fails to comply with an obligation or time limit (to include any agreed upon extension) under this Article, the following applies:

- a. If the party invoking arbitration fails to meet within the established time lines to select an arbitrator from the listing, this party waives its rights to proceed with the arbitration of the case.
- b. If the party not invoking arbitration fails to participate within the applicable time limit in selecting an arbitrator from the FMCS listing, the party invoking arbitration can request the FMCS to make a direct appointment of an arbitrator to hear the case. If the invoking party fails to request an arbitrator the arbitration of this case will become null and void.
- c. The party invoking arbitration will provide a copy of any correspondence to the FMCS requesting the direct appointment of an arbitrator to hear the case to the other party within seven calendar days of the date it is submitted to FMCS.
- d. When an arbitrator is directly appointed, the party invoking arbitration will inform the other party, in writing within seven calendar days of receipt of the appointment. The notice will include the name of the appointed arbitrator, the date, time, and place of the arbitration hearing.

#### Section 33-5

The parties shall meet no later than 14 calendar days prior to the established arbitration hearing date for the purpose of defining the issue(s) to be arbitrated. If an agreement can be reached, the issue(s) to be arbitrated, the articles and sections of the CBA alleged to have been violated, a copy of the CBA, the grievance, the decision at each step of the grievance procedures, witness lists and any other information agreed upon or stipulated to by the parties shall be submitted to the arbitrator as joint Employer and Union exhibits on the date of the arbitration. If the parties do not agree to any joint exhibit or the issue(s) to be arbitrated, either party may submit a written brief or make oral argument to the arbitrator on the date of arbitration. In such case, the arbitrator will determine the issue(s) to be arbitrated. Both parties will make good faith efforts to stipulate to all facts that are not in controversy. If post-hearing briefs are submitted, a copy will be provided to the other party on the same date as provided to the arbitrator. Both parties agree to exchange witness lists in writing, at least 14 calendar days prior to the date scheduled for the arbitration hearing.

#### Section 33-6

All fees charged by the arbitrator and related expenses of the arbitration shall be paid equally by the Union and the Employer except as noted below:

- a. Either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.
- b. If a Party requests postponement, that party shall bear the full cost of any rescheduling fees or postponement fees.

#### Section 33-7

The arbitration hearing shall be held at Fort Campbell during the normal day shift work hours, Monday through Friday. The Agency shall ensure that all witnesses who are employed by the Agency are available for the hearing. In those instances when a witness cannot be made available on the day required, the arbitration may be postponed.

Bargaining Unit Employees, regardless of their role, shall be in a pay status without charge to annual leave while actually preparing for and participating in the arbitration proceedings. Work schedules may be changed to allow employees to participate while in a duty status provided that no overtime, compensatory time, or premium pay of any type is authorized for these purposes.

A reasonable number of employees of the unit, who have a direct knowledge of the facts in the case at issue, if called as witnesses, will be called by the Employer at the time they are required to testify. Any witnesses called that are not Fort Campbell employees shall be the responsibility of and at the expense of the party calling such witnesses. Witnesses will be separated from the hearing room until called to testify. Only one witness will be allowed in the hearing room at a time.

Observers designated by the parties may be present.

#### Section 33-8

The arbitrator will render his decision as promptly as possible after the conclusion of the hearing but no later than 30 calendar days of the closing of the official record.

- a. The Employer and the Union agree that the jurisdiction and authority of the chosen arbitrator and his opinions as expressed will be confined exclusively to the interpretation and/or application of the expressed provision(s) of this CBA. The arbitrator will have no authority to change, modify, alter, delete or add to the provisions of this CBA or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this CBA.
- b. The Employer will initiate action to comply with the arbitrator's decision within seven calendar days of the receipt of the arbitrator's decision, except as provided by the Award.

### Section 33-9

The arbitrator shall render his award to the Employer by mailing a copy to Dept. of the Army, Headquarters 101st Airborne Division and Fort Campbell, Office of the Staff Judge Advocate, ATTN: Labor Attorney, 125 Forest Road Fort Campbell, Kentucky 42223-5381 and to the Union by mailing a copy to the President, American Federation of Government Employees, Local 2022, P.O. Box 453, Fort Campbell, Kentucky 42223-0453.

### Section 33-10

The arbitrator, in addition to serving one copy to each of the parties to the arbitration, will simultaneously serve one copy to each address listed below:

Office of Personnel Management  
Chief, Labor Management Relations Division  
1900 E. Street, N. W.  
Washington, D.C. 20415

Office of the Assistant Secretary of the Army (Manpower and Reserve Affairs)  
ATTN: SAMR-CPP-LR  
111 Army Pentagon  
Washington, DC 20310-0111

### Section 33-11

Either party may file exceptions to an arbitrator's award.

- a. Appeals for non-adverse actions may be appealed through the Federal Labor Relations Authority (FLRA) and must be filed within 30 days of the receipt of the arbitrator's award. If an exception is filed, a copy will be furnished to the other party on the same date it is submitted to the FLRA.
  1. In the event an arbitrator's award is appealed by either party to the FLRA, the award shall be stayed or delayed until final ruling of the FLRA is received.
  2. The Employer will initiate action to comply with the FLRA final decision within seven calendar days of the receipt of that decision.
- b. Appeals to the arbitrator's decision involving an adverse action may be made in IAW 5 U.S.C. 7703.

### Section 33-12 Attorney Fees

The arbitrator's award on the issue of attorney fees will be initiated within 14 days of the arbitrator's receipt of the Agency's response to the Union's request. The arbitrator will

provide a detailed explanation of why fees were or were not granted, as well as the hours and rates allowed.

## **ARTICLE 34**

### **INFORMAL RESOLUTIONS OF UNFAIR LABOR PRACTICES**

#### **Section 34-1**

Prior to the filing of an Unfair Labor Practice (ULP) complaint with the Federal Labor Relations Authority (FLRA), the parties should investigate the alleged ULP so that all facts are known in order to attempt to informally resolve the matter.

#### **Section 34-2**

ULP complaints filed by the Union against the Employer will be filed with the Employer, and ULP complaints filed by the Employer against the Union will be filed with the Union President. Each party will provide a copy to the Labor Relations Officer.

#### **Section 34-3**

This informal procedure does not extend the six month statutory time limit established in 5 U.S.C. 7118(a)(4)(A). Thus, the total resolution time used in this informal procedure shall be normally limited to 14 calendar days. If the parties are unable to dispose informally of the ULP complaint within 14 calendar days of the filed complaint, the charging party may file a ULP complaint with the FLRA with a copy to the other party. ULP complaints are not subject to the arbitration provisions in this CBA. In accordance with 5 U.S.C. 7118(a)(4)(a), either party may file a ULP complaint within the six month statutory time limit. Although the parties agree to attempt informal resolution, there is no requirement to delay the submission of the ULP complaint to the FLRA, with a copy to the other party IAW Section 34-2.

#### **Section 34-4**

A ULP complaint alleging a violation of 5 U.S.C. 7116(b)(7) may be filed immediately with the FLRA and without the necessity of filing an informal complaint as is required by this Article.

#### **Section 34-5**

Nothing in this Article precludes an employee or group of employees from presenting their own ULP and from having it adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the CBA and the Employer has given the Union the opportunity to be represented at discussions of the ULP.

## **ARTICLE 35**

### **PERFORMANCE MANAGEMENT SYSTEM**

#### Section 35-1

- a. The Performance Management System will be administered in accordance with applicable laws and regulations (currently AR 690-400 or AR 215-3) in order to achieve a system that is fair, equitable, consistent and objectively applied.
- b. In order to ensure that the Performance Management System is effectively communicated, the Employer will inform each employee of the Performance Management System when developing initial standards.

#### Section 35-2 DEFINITIONS:

- a. "Critical elements" means a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an Employee's overall performance is unacceptable. All critical elements to be used for performance appraisals will be directly related to the Employee's assigned duties.
- b. "Performance Standards" means the management-approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. Performance Standards shall be reasonable, attainable and related to the position description. A performance standard may include, but is not limited to, quality, quantity, timeliness and manner of performance.
- c. The "values" portion of TAPES is a mechanism for discussion between Rater and Ratee of Army values and ethics.

#### Section 35-3 Performance Management Requirements

Employees will be provided an opportunity to participate in the establishment of their performance standards. Rating officials will give consideration to suggestions made by the Employees when determining objectives, responsibilities and standards. Performance goals and standards shall be written to the "Successful Level 3" (AF) or "Satisfactory level 2" (NAF).

- a. Rating cycles are in Appendix I.
- b. Performance related forms shall not be back-dated.

- c. Performance discussions will be conducted with each Employee in a private environment.
- d. Raters will conduct performance discussions at the beginning, approximate mid-point and at the end of each rating period.
- e. At the initial and mid-point performance discussions of the rating period, in which the performance objectives are discussed and the checklist or support form (as applicable) is initialed, an Employee may have a Union representative present if the Employer has more than one management person present.
- f. During midpoint or later performance discussions, the Ratee will be told of his level of performance to date in comparison with their documented performance standards and responsibilities/objectives/major duties established for their position. The Ratee will be provided guidance and advice as to how to improve his work productivity when requested. Highlights of discussions pertaining to performance must be recorded on appropriate performance plan and initialed by both Rater and Ratee. Any written input provided by the Ratee will be discussed, initialed by the Rater and Ratee, and attached to the plan. The initialing constitutes neither agreement nor disagreement with the content.
- g. Performance standards will consist of objective and measurable criteria related to the position.
- h. The Union may assist employees in development of their performance standards, if requested by the employee. It is understood that the Rater (Senior Rater if used) retains final authority over performance standards.
- i. Raters will provide written examples of performance expectations at the "excellence" level, upon the employee's request.
- j. When absolute performance standards are used to measure the objective/responsibility and the employee meets the standard they will be given a rating of Excellence (AF) or Exceeded (NAF) for that objective/responsibility.
- k. Collateral duty performance will not negatively impact upon an employees' annual performance rating.
- l. Raters will consider impacts to performance standards when factors arise that are beyond the control of the Ratee and the Ratee believes the action prevents successful accomplishment of standards, responsibilities or objectives.
- m. Army Values bullets shall include only positive comments.
- n. When "Employee Refused to Sign" is entered on a performance-related document, the original shall be provided to the employee before the meeting is concluded.

- o. The performance rating will be issued in writing to the employee within 45 days of the end of the assessment period.
- p. An employee who achieves less than Success/Satisfactory shall be advised of the potential adverse impact on pay increases and RIF/BBA. The employee will be advised of his right to seek assistance from the Union.

#### Section 35-4 IMPROVING PERFORMANCE

- a. The Employer agrees to assist employees in improving performance and to provide them reasonable opportunity to demonstrate acceptable performance. If a performance problem arises, the Employer and Ratee will meet to identify the specific problem to attempt to identify the root cause. Employees are encouraged to seek Union advice/representation regarding these and future discussions.
- b. In the event the Ratee continues to perform at an unacceptable level, the Rater may initiate a Performance Improvement Plan (PIP).

### **ARTICLE 36**

#### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

#### Section 36-1

- a. The Employer and the Union jointly recognize that alcohol and drug problems are health problems and employees having these conditions will receive the same considerations as for other health problems. Employees are encouraged to seek assistance from the Employee Assistance Program (EAP) if they think that substance abuse is impacting on their job performance and/or personal lives. Employee participation in the EAP shall be voluntary.
- b. Employees, at all times, are responsible for their actions. Applicable regulations will govern the consideration given to employees who allege that their actions were brought about by illness or substance abuse.
- c. Employees who seek assistance from EAP are assured of confidentiality, except when instances of child abuse, violence, or threats of violence against another person are disclosed or committed. All records and discussions will be handled in a confidential manner as are medical records, with noted exceptions above. These records will be kept by the counseling organization and they will not become part of the employee's Official Personnel Folder (OPF).

### Section 36-2

The Employer and the Union also recognize the need to assist employees whose job performance is adversely affected by medical, behavioral, and emotional problems other than by reasons of alcohol and/or drug abuse. The Union supports the Employer's Employee Assistance Program (EAP) as a means for identifying and providing information, education, and other assistance or referral services for these employee problems. Supervisors may grant employees administrative leave to seek assistance from the EAP. Appointments should be made during periods which least impact the mission. An OPM-71 may be used to request the absence.

### Section 36-3

If the on post driving privilege of an employee is suspended for reasons of drunk and/or drugged driving, the employee may be granted an exception to any mandatory suspension on-post driving privileges pursuant to applicable regulations. The Union and the Employer will encourage employees who have been arrested or have had their driving privileges suspended for drunk and/or drugged driving to enroll in the Employee Assistance Program (EAP).

### Section 36-4

Employment or promotion opportunities will not be jeopardized because of prior alcohol or drug abuse counseling or by request for counseling or referral assistance.

## **ARTICLE 37**

### **TRAINING**

### Section 37-1

It is the employees' responsibility to apply the skills, knowledge, and abilities acquired through training to maintain proficiency in their assigned duties. It is the Employer's responsibility to provide for the training needs of its employees. Training opportunities will be made available to employees on a fair and equitable basis according to the needs of the Employer's mission, available resources and duties to be performed by employees.



### Section 37-2

An employee may request his supervisor to reschedule the employee's workweek to enable the employee to pursue courses of instruction only available during the employee's regular work hours. Accordingly, upon receipt of a written request from an eligible employee, a supervisor may authorize a special tour of duty of not less than 40 hours during each administrative workweek to permit the employee to take one or more courses in a college, university, or other educational institution under the following conditions:

- a. Additional costs to the Employer will not be incurred
- b. Completion of the course will better equip the employee for more effective work in the Department of the Army
- c. There will not be an appreciable interruption to the Employer's mission

**NOTE: The Employer will not pay to the employee any premium pay solely because the special tour of duty authorized under this section causes the employee to work on a day, or at a time during the day, for which premium pay would otherwise be payable.**

When a request to pursue courses of instruction is denied, it will be presented to the employee in writing including the reason for denial.

### Section 37-3

The conduct of mandatory on-line training is a shared responsibility between the employee and supervisor. The supervisor will provide the employee the resources and duty time necessary for the employee to complete the training.

## **ARTICLE 38**

### **OCCUPATIONAL SAFETY AND HEALTH**

#### Section 38-1 General

The Employer will provide and maintain a safe and healthy working environment for all employees. The Union will cooperate with management to encourage employees to work in a safe manner and to prevent the willful and accidental damaging of Government property.

### Section 38-2

The Employer will assess the workplace to determine if hazards/conditions are present, or likely to be present, which necessitate the use of Personal Protective Equipment (PPE) or ergonomic adjustments. If such hazards are present, the Employer shall select, provide, and have each affected employee use the types of PPE or workplace modifications that will mitigate the hazards identified in the hazard assessment. Any Employee who has been issued required PPE and who reports to work without his PPE may be granted up to three hours of annual leave to obtain the equipment and to return to work. The employee will not be allowed to work without the necessary PPE. An employee who establishes a pattern of non-compliance, who fails to wear or use their PPE, may be subject to disciplinary action.

The Employer will follow the policy and procedures for the Installation Ergonomics Program as outlined in CAM REG 40-3.

### Section 38-3

The Employer's designated Safety Officer and/or Preventive Medicine Officer will routinely survey the work areas of the employees to ensure a safe and healthy environment and to determine the need for corrective action.

### Section 38-4

When a work injury occurs or an occupational disease is discovered, regardless of the severity thereof, the affected employee will report or have reported the circumstances to his first-line supervisor immediately following the occurrence or discovery of the injury or disease. The first-line supervisor will advise the employee of the injury reporting requirements and furnish the employee the CA-1/CA-2 (AF) or LS-1/LS-2 (NAF) for completion. The employee will also ensure that their portion of the CA-1/CA-2 (AF) or LS-1/LS-2 (NAF) is completed and turned in to their immediate supervisor.

- a. If the employee is unable, due to an injury or incapacitated, the supervisors will complete the employee's personal data section of Form CA-1 (AF) or LS-1 (NAF). In a life or death type case, the supervisor will ensure that the appropriate form is promptly initiated and forwarded to the attending physician after the employee has been transported to the hospital. When the employee is capable, he will obtain a CA-1/LS-1 and fill out the personal information data and take it to the attending physicians.
- b. The Employer will promptly notify the Union of all life altering injury: (e.g. death, or lost appendage injury). The notification will include the date, location and type of injury. The activity's Safety Officer will notify the Union Office quarterly of all recordable accidents.

#### Section 38-5

All employees will report unsafe and/or unhealthy work practices, equipment, conditions, and environmental factors to their immediate supervisors.

#### Section 38-6

The Employer will ensure that employees are not subjected to a work environment which promotes repeated health-harming acts; (e.g. 'workplace bullying' or toxic work environment). The employee may report incidents of this nature to their supervisory chain of command, the Union, or the Employee Assistance Program (EAP) Coordinator. Any reports of toxic work environment will be treated seriously and investigated promptly, confidentially, and impartially. Employees will not be subjected to any form of reprisal for reporting these allegations.

#### Section 38-7

Employees who become ill or injured after reporting to work will be permitted to obtain treatment, without charge to leave or loss of pay, at the Occupational Health Clinic. If the Occupational Health Clinic is closed the employee may go to MEDDAC Emergency Room or, when directed, to obtain treatment at a medical facility away from the agency's premises.

#### Section 38-8

Unsafe or unhealthy conditions reported by the Union or an employee that cannot be resolved by his immediate supervisor will be investigated as soon as possible by the next level supervisor or his designated representative. The next level supervisor will determine the appropriate course of action. If necessary, the professional advice of the Safety Office will be solicited. The Employer will provide feedback to the employee or Union representative who reported the unsafe/unhealthy conditions.

- a. Employees who believe they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in their jobs have the right to contact the Union.
- b. The Employer's Safety Officer and/or Preventive Medicine Officer will inform the Union of known hazards, upon discovery, that may cause severe injury or occupational illness to employees.

### Section 38-9

The Employer's Safety Office will inform the Union of all scheduled safety inspections and workplace analysis and invite written comments. The Employer agrees that his Safety Office will respond, in writing, to the Union's written inquiries. In addition, the Union shall be given the opportunity to accompany an OSHA Inspector or other Management Safety Representatives during the physical inspection of the Employer's work site.

### Section 38-10 Safety Award Program

Both parties are expected to develop and support programs that reward and encourage safe behavior while discouraging unsafe behavior. These programs should be designed to focus on the safe behavior required to mitigate or eliminate the hazards in the specific work units/areas.

### Section 38-11 Collateral Duty Safety Officers (CDSO)

All employees are empowered to be a Safety Representative. The Employer may have a CDSOs program and may appoint CDSOs. If a BUE is considered for appoint as a CDSO, the following procedures will be followed:

- a. Volunteers shall be solicited first. If there are insufficient volunteers, then the supervisor will appoint the CDSOs.
- b. Each activity will ensure that each CDSO receives any and all required training within 60 days if available, and will be appointed upon successful completion of training.
- c. CDSOs will be appointed in writing for a period of one year. At the end of one year, if offered, the appointed CDSOs may elect to continue these duties.
- d. CDSOs may be recognized for their contributions.

## **ARTICLE 39**

### **TOBACCO PRODUCT USE**

### Section 39-1

The policies, procedures, and restrictions on the use of tobacco products are outlined in Army Regulation (AR) 600-63.

### Section 39-2

In accordance with the above policies, the use of tobacco products is prohibited in DoD owned or leased workplaces. In an effort to reasonably accommodate those employees who desire to use tobacco products, the Employer agrees to do one of the following:

- a. As a minimum, to designate outdoor tobacco product use areas which are reasonably accessible to employees and, where possible, provide a measure of protection from the elements; or
- b. Where there is a sufficient showing of interest by the tobacco product users assigned to specific buildings, the Employer will provide a covered break area outdoors.

### Section 39-3

In all cases, designated tobacco product use areas shall only be outdoors and 50 feet away from common points of ingress and/or egress into the workplace. For the purposes of this Article, common points of ingress and/or egress mean the front, main, or primary entrance/exit to a building that is used by customers and/or non-smokers. Areas around other uncommon entrances/exits may be used provided that no other suitable alternative is available. All outdoor break areas will be strategically located to serve more than one building where feasible.

### Section 39-4

Reasonable breaks will be allowed, not to exceed 15 minutes per four hour work period. Break periods may be broken into two or three shorter break periods (e.g., two 7 1/2 minute or three 5 minute breaks) subject to work requirements. All breaks under this Article are "in-lieu of" any other rest breaks provided for in this Collective Bargaining Agreement.

### Section 39-5

The Employer agrees to provide one tobacco product use cessation course at no cost to current interested employees, who shall be granted administrative leave/excused absence, workload permitting, to attend. Where requested, the Employer will refer employees to local community resources for their smoking cessation needs.

## **ARTICLE 40**

### **DISMISSAL AND CLOSURE PROCEDURES**

#### **Section 40-1 Purpose**

The procedures negotiated in CAM REG 600-1 apply to situations that prevent significant numbers of Federal employees in the area of Fort Campbell from reporting for work on time or which require Commands to close all or part of their activates. These procedures apply during major disasters and other emergency situations, adverse weather conditions, natural disasters, and other incidents causing disruptions of Government operations. The provisions of this regulation apply to civilian employees of the Federal Government at Fort Campbell, Kentucky.

#### **Section 40-2 General**

In the event that one of the conditions outlined above occurs, personnel not identified as Emergency or Mission Essential Employees may be dismissed early from work, allowed a delay period in which to report to work or be excused from reporting to work. Excusing employees from duty in accordance with this policy is not a privilege, right or benefit. Emergency Employees have the responsibility to report for work, to remain on the job or to be subject to call-in or call-back during dismissal and delayed reporting periods.

## **ARTICLE 41**

### **SHUTDOWN (EMERGENCY) FURLOUGHS**

#### **Section 41-1**

When the Employer determines that Shutdown (Emergency) Furlough is anticipated due to a lapse in appropriations, the following minimum procedures will apply in order to lessen or eliminate the adverse effects on bargaining unit employees.

#### **Definitions:**

- a. Furlough: See Article 4.

- b. Shutdown Furlough (Emergency Furlough): Occurs when there is a lapse in appropriations and can occur at the beginning of a fiscal year, if no funds have been appropriated for that year, or upon expiration of a continuing resolution, if a new continuing resolution or appropriations law is not passed. In a shutdown furlough, an affected Employer would have to shut down any activities funded by annual appropriations that are not excepted by law. Typically, the Employer will have very little to no lead time to plan and implement a shutdown furlough.
- c. Excepted Employees: See Article 4.
- d. Exempted Employees: See Article 4.

#### Section 41-2 Procedures

- a. Upon receipt of an order (verbal or written), Employer will notify the Union that a shutdown furlough is imminent, the directed execution date, and any other available pertinent information, such as, conditions leading to the furlough and the functions/work/missions which are excepted. On the effective date, employees are expected to confirm their current mailing address, email address and telephone number for future furlough notification purposes. Management may exercise its right as allowed under 5 U.S.C. Section 7106 (a)(2)(D).
- b. Employees will be allowed at least two hours to perform shutdown activities and to gather personal belongings. "Away messages" may be established on the employee's government email. Furlough Proposal memorandums with a completed SF-8 will be issued to employees who are not excepted or exempted.
- c. As soon as practicable, the Employer will provide the Union a list of the names, titles, series, grades, and SCD of employees by work unit within the organization who are deemed excepted, non-excepted and exempted. The Union may offer recommendation of changes which may alter the initial list. Changes will be shared with the Union as furlough guidance/requirements change. Furlough decision notices will be provided IAW law and the CBA.
- d. When fewer excepted positions are needed than the number of qualified employees available and if time permits qualified employees will be solicited to work during the furlough. Conflicts will be resolved by Seniority for APF employees using SCD and for NAF AR 215-3 will be used. This procedure shall also apply when temporary (i.e. the excepted employee's absence) and/or new work requirements occur.

- e. To the extent possible, the Employer will provide the Union and excepted/exempt employee's notification of any anticipated temporary changes in working conditions, (e.g. changes to AWS, hours of work). Every attempt will be made to avoid changes to AWS in the middle of a pay period.
- f. If the supervisory chain changes as a result of the furlough, the Employer will provide the employees with the names, personal phone numbers, email address(s) of designated supervisor(s) or management official(s) and their alternates.

#### Section 41-3 Communication

- g. The Employer may conduct timely briefings with employees to allow a full understanding of the reason and the purpose of the anticipated furlough. The Union will be notified and given the opportunity to speak.
- h. Furlough information impacting the organization's employees and their conditions of employment will be posted to the organization's intranet portal and available to the employees.
- i. Changes to Fort Campbell's furlough status will be announced IAW CAM REG 600-1 procedures.

#### Section 41-4 Cancellation of Furlough

When a Shutdown Furlough has been cancelled or reduced, and appropriation restored, the Employer will immediately notify non-excepted employees at the contact phone/email addresses provided. Employees who cannot be reached shall be notified by certified mail. Once notified, employees who have departed the area will be given a reasonable amount of time to return to duty. The days of absence will be charged to the appropriate leave category, annual leave or leave without pay. If additional time is requested by the employee, liberal leave may be applied.

#### Section 41-5 Miscellaneous

- a. The Union shall have normal usage of the Union Office during the shutdown period. All rights and privileges of management and the Union not addressed in this Article shall remain in effect.
- b. Off duty employment may be expanded to allow the employees to work during furloughed hours. Supervisors will advise employees of the appropriate off duty employment procedures, when asked.



- c. The Employer will provide a letter for creditors if requested by the employee.

## **ARTICLE 42**

### **ADMINISTRATIVE FURLOUGHS**

#### **Section 42-1 General**

When the Employer determines that an Administrative furlough is anticipated due to downsizing, reduced funding, lack of work, budget situations or a lapse in appropriations, the following minimum procedures will apply in order to lessen or eliminate the adverse effects on bargaining unit employees.

#### **Definitions:**

- a. Furlough: A furlough is the placing of an employee in a temporary non-duty, non-pay status because of lack of work or funds, or other non-disciplinary reasons.
- b. Administrative Furlough: A planned event by an Employer which is designed to absorb reductions necessitated by; downsizing, reduced funding, lack of work, or any budget situation other than a lapse in appropriations. Furloughs that would potentially result from sequestration would generally be considered administrative furloughs. The Employer is responsible for identifying the employees affected by administrative furloughs based on budget conditions, funding sources, mission priorities (including the need to perform emergency work involving the safety of human life or protection of property), and other factors.
- c. Excepted Employees: Employees who are funded through annual appropriations who are nonetheless excepted from the furlough because they are performing work that, by law, may continue to be performed during a lapse in appropriations. Excepted employees include employees who are performing emergency work involving the safety of human life or the protection of property or performing certain other types of excepted work.

## Section 42-2 Procedures

- a. The Employer will brief the Union on conditions leading to the furlough, the anticipated effective date and duration of the furlough, and specific functions/work/missions which will be curtailed or ceased. The Employer will communicate changes to the time lines with the Union. The Employer will provide the Union a list of the names, titles, series, grades and SCD of employees by work unit within the organization who are deemed excepted or non-excepted. The Union may offer recommendation of changes which may alter the initial list. Following discussions with the Union and the Union's receipt of the final furlough category lists, each employee will be notified in writing of their furlough category e.g. excepted/non-excepted. Employees will be instructed to provide a current mailing and email address and telephone number for future furlough notification purposes.
- b. The Employer will conduct timely briefings with employees to allow a full understanding of the reason, purpose and alternatives considered prior to furlough. The Union will be given an opportunity to speak. As a minimum, information will include:
  1. Determination of excepted positions
  2. Projected furlough period
  3. Impact on pay and benefits
  4. Off-duty employment obligations
  5. State unemployment compensation offices
  6. Leave procedures, notification of furlough
  7. Return to work procedures
  8. FAQ resources
  9. Points of contact
- c. The Employer will provide the employees with the names and personal phone numbers, and email addresses of designated supervisor(s) or management official(s) and their alternates.
- d. When fewer excepted positions are needed than the number of qualified employees available, all qualified employees will be notified of the identified excepted positions during the furlough. Conflicts will be resolved by Seniority using SCD. If the positions must be filled involuntarily, inverse SCD will be used.

- e. Employer will announce the furlough schedule. Employees may submit their desired schedules if it differs from the Employer's schedule. Supervisors shall discuss furlough schedules with affected employees to determine impact of the proposal on the missions prior to making a decision. Approved furlough schedules will normally remain consistent to allow for predictability.
- f. Subsequent to the actions in Section 2e above, supervisors should utilize flexible workplace initiatives to mitigate the financial impact on the employee. The employee shall submit the request to change his furlough days as soon as the need is known using OPM 71. Only dates and times will be filled out in Block 4, and the word "Furlough" will be indicated in Block 6. Supervisors will respond to the request in accordance with Article 16. The following are examples of flexible workplace initiatives:
  - Allow employees to select or exchange furlough days/hours
  - Allow furlough periods in two hour increments
  - Allow employees to swap shifts with other qualified employees
  - Allow the use of continuous days of furlough
  - Allow employee to choose the start date of continuous days of furlough
  - Allow employees to perform work at a different job site/location
  - Allow the use of Furlough hours in lieu of leave
- g. Employees will be treated equitably regardless of their work schedule. (i.e. part time/uncommon tour of duty).
- h. Employees who are hired after the furlough begins will serve a proportionate number of days of furlough.
- i. Approved off-duty employment may be expanded to allow the employees to work during furloughed hours. Supervisors will advise employees of the appropriate off-duty employment procedures.
- j. Non-monetary performance recognition will continue through the furlough period. Allowances will be made to performance goals which are affected as a result of furlough related absences. Monetary performance Awards will be processed upon the availability of funds.
- k. Overtime will be paid in accordance with normal overtime rules.

- l. Agency Child care fee category will be reevaluated when an employee submits documentation reflecting reduction in gross household income to CYSS.
- m. Employee training requirements may be suspended during the furlough period.
- n. Any changes to existing AWS will be in accordance with Article 16.
- o. Employees on an approved telework agreement may retain their telework days.

NOTE: It is understood that this provision in no way allows an employee to reduce the overall total number of days/hours that they must be furloughed.

- p. When furlough hours are reduced or cancelled, employees will be notified in accordance with Article 14 or 15 as applicable.

#### Section 42-3 Communication

- a. All furlough notices must be in writing and personally addressed to each affected employee and delivered privately in a non-public forum. Agencies may notify employees through either personal hand delivery to the employee or by certified mail. Should an employee refuse to accept delivery of the certified mail, USPS electronic tracking option will also provide legally acceptable proof of delivery. Each letter will contain at the minimum the following information:
  - 1. AFGE Local 2022 contact information
  - 2. Copies of the supporting materials will be provided upon employee request
  - 3. Use of government automation equipment and associated supplies to prepare their reply is allowed
  - 4. Employees reply to the notice of Proposal is due no later than 15 days prior to the effective date of the Furlough
  - 5. Each employee is allowed four hours of duty time to meet with his representative or prepare his reply to the notice of proposal
  - 6. Each employee is allowed four hours of duty time to meet with his representative or prepare his response to the decision
- b. The Employer agrees to post up-to-date furlough information on their websites and/or other social media sites. The Employer will keep the Union informed as changes occur.
- c. The Employer will facilitate the dissemination of furlough related training offered by the Union.

#### Section 42-4

Employees who are furloughed will not be subject to non-emergency work-related instructions or communications. "Away messages" may be established on the employee's government email.

Call back work required on non-furlough days will be equitably distributed within the work unit in accordance with procedures in Article 19.

#### Section 42-5 Leave

Annual leave will not be denied solely on the basis of it being requested in conjunction with furlough hours.

NOTE: it is understood that this provision in no way allows an employee to reduce the overall total number of days/hours that they must be furloughed.

When the furlough hours have been reduced or canceled, absences approved in accordance with Sections 2e and 2f will remain in effect upon request of the employee. The employee will submit or adjust an OPM 71 to reflect the appropriate leave category.

If an employee has properly scheduled "use or lose" annual leave, before the start of the third biweekly pay period prior to the end of the leave year, but is unable to use some or all of the scheduled leave because of the furlough, the Employer will restore lost annual leave to the employee.

#### Section 42-6

Official Time will not be reduced due to furlough of Union representatives. Employer services provided to the Union will continue during the furlough period. Timelines affected by a furlough will be extended by the number of days of the furlough (i.e. grievances, bargaining proposals, disciplinary replies, adverse actions, etc). Union representatives will be granted official time to assist employees in furlough related matters in accordance with Article 8.

NOTE: it is understood that this provision in no way allows an employee to reduce the overall total number of days/hours that they must be furloughed.

## **ARTICLE 43**

### **MIDTERM BARGAINING**

#### **Section 43-1 Scope**

This article is applicable to midterm bargaining of less than the entire collective bargaining agreement. It does not pertain to reopening the entire contract or to subsequent contract negotiations (Term Bargaining). The negotiating team leads will develop the ground rules for full contract bargaining.

These ground rules are entered into by and between the Employer(s), and the Union. Together, the Employer and the Union shall be referred to as the Parties.

The Parties' intent is to not renegotiate the articles and provisions which already have been negotiated in this Agreement. The Parties agree to give notice and bargain over proposed changes in conditions of employment unless the matter is expressly contained in the contract (Covered By Doctrine).

- a. These procedures shall govern the procedures for negotiating any and all bargaining issues covering all employees in the bargaining unit certified by the Federal Labor Relations Authority.
- b. The parties recognize that the terms and conditions of this collective bargaining agreement and any I&I bargained items will remain in effect and will be considered applicable upon the parties in accordance with relevant law. Past practices, existing Memorandums of Understanding/Agreements, and Local Supplemental Agreements shall remain in effect unless and until superseded by or inconsistent with a new Mid-Term Agreement.
- c. Union bargaining team will be granted duty time in accordance with Article 8-7 and 5 U.S.C. 7131(a).

#### **Section 43-2 Union Initiated**

- a. The Union shall provide the Employer(s) written notice through the LRO of their intent to bargain and identify their negotiable issues prior to the first bargaining session.
- b. Bargaining should commence within 14 calendar days of receipt of the Union's written intent to bargain and negotiate issues.

- c. Bargaining sessions may occur on successive workdays with reasonable accommodation made for work requirements imposed on representatives of both parties.
- d. Either side may request the assistance of the Federal Mediation Conciliation Service (FMCS) at any point in the bargaining process. Both parties shall make themselves available as requested by the FMCS.
- e. Where impasse is reached, the FMCS Representative shall be requested to certify the impasse in writing.
- f. Upon the certification referred to in Section 43-2e of this paragraph, either party may, with copy to the other party, submit a request for the assistance of the Federal Service Impasse Panel (FSIP) within ten workdays from certification; or if none, within ten workdays from the date written declaration of an impasse is provided the other party the status quo will prevail. Both Parties will share the cost.

#### Section 43-3 In Response to a Management Change (Impact and Implementation)

The parties agree that Impact and Implementation bargaining will only take place if the Employer initiates changes to bargaining unit employees' working conditions. In order to conduct Impact and Implementation bargaining as expeditiously as possible, the following procedures will apply:

- a. The Employer or LRO shall furnish the notice of the proposed change to the Union as early as possible, to provide for full discussion and resolution. The Employer shall also provide necessary information sufficient to permit full and proper discussion, understanding and negotiation regarding the proposal.
- b. The Union shall provide the Employer written notice of their intent to bargain within 14 calendar days and identify their negotiable issues prior to the first bargaining session. If written notice of intent to bargain is not received within 14 calendar days of receipt of the notice, concurrence is deemed and the Employer's proposal shall be implemented.
- c. Bargaining should commence within seven calendar days of receipt of the Union's written intent to bargain and negotiate issues. The Employer shall provide appropriate resources to conduct bargaining.
- d. Bargaining sessions may occur on successive workdays with reasonable accommodation made for work requirements imposed on representatives of both parties.

- e. Either side may request the assistance of the Federal Mediation Conciliation Service (FMCS) at any point in the bargaining process when an agreement cannot be reached. Both parties shall make themselves available as requested by the FMCS.
- f. Where impasse is reached, the FMCS Representative shall be requested to certify the impasse in writing.
- g. Upon the certification referred to in this Section, either party may, with copy to the other party, submit a request for the assistance of the Federal Service Impasse Panel (FSIP) within ten workdays from certification; or if none, within ten workdays from the date written declaration of an impasse is provided the other party. If such request to FSIP is not made, the Employer's proposed last best offer may be implemented.
- h. If a request for the Impasse Panel is timely made in accordance with this Section, the proposal shall not be implemented unless it falls within 5 U.S.C. 7106(a)(1) and (2) or is otherwise permitted by law. In such cases, the Employer agrees to continue to bargain, at the request of the Union, on the impact to bargaining unit employees of such implementation. Post-implementation bargaining may be used upon mutual agreement by the Union and Employer.

#### Section 43-4 Implementation of the Agreement

- a. Any agreement reached in accordance with this Article will go into effect within 30 calendar days and in an appropriate written form after it has been signed by both parties, unless otherwise specified in the agreement.
- b. The parties may amend any provision of this Article by written mutual agreement.
- c. Failure to implement in accordance with the agreement will be subject to resolution under the grievance procedures.

### **ARTICLE 44**

#### **PRIVATELY OWNED ELECTRONIC DEVICE(S) & SOCIAL MEDIA**

##### Section 44-1 GENERAL

The parties recognize that personally owned electronic device(s) and social media are an integral part of everyday communication.



## Section 44-2 Personal Electronic Devices

Generally, an employee may use his personal electronic device(s) (e.g. cellular phone, Bluetooth, laptop, tablet, etc.) at the work site, unless otherwise prohibited.

## Section 44-3

Employees shall follow the prohibition of cellular phone usage while operating a vehicle on post.

## Section 44-4

Use of the device(s) for non-work related purposes is normally limited to breaks, lull periods and during unpaid meal periods away from the presence of customers, patrons, clients or patients.

## Section 44-5

Cell phones should normally be placed on silent, vibrate, out of view or in a secure place.

## Section 44-6

Personal non-emergency calls should be limited to brief periods and should not unduly interrupt performance of official duties. When calls are expected, an employee should notify his supervisor, in advance, to allow for departure from the immediate work area.

## Section 44-7

An employee may voluntarily provide his personal cell phone numbers to his Employer, but will not be required to use their personal device(s) for work or surrender their personal device(s) or password(s) for an administrative investigation.

## Section 44-8 Social Media/Networking:

Employees may access government-operated social media or other networking sites during duty hours for work-related or informational purposes. When using government-owned equipment, employees are subject to monitoring and have no expectation of privacy.

## Section 44-9

When establishing personal accounts, employees should use non-mission related identifiers (e.g. user name, commercial email address, and non-duty phone number) to avoid misrepresenting themselves as speaking on behalf of their Employer. Disclaimers are recommended and encouraged.

#### Section 44-10

Social Media will not be used for disciplinary purposes unless a nexus to their position substantiates an adverse impact on the Employer's mission.

#### Section 44-11

Employees will not use social media/networking sites to release classified, sensitive, Personally Identifiable Information (PII), protected health information (PHI) or conduct official government business to include OPSEC (Operational Security).

#### Section 44-12

Employees will not post prohibited partisan political, harassing, bullying, discriminatory or threatening comments/documents while in a duty status, at the work site or using government equipment.

### **ARTICLE 45**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

#### Section 45-1

The Employer will conduct a continuing program to eradicate every form of prejudice or discrimination based upon race, color, religion, sex (including pregnancy), national origin, age, disability and genetic information, as well as reprisal for protected activity, from its personnel policies and practices and working conditions, to include taking disciplinary action against employees who engage in discriminatory practices.

#### Section 45-2

The Employer will exercise personal leadership in establishing, maintaining and carrying out a continuing affirmative program designed to promote equal employment opportunity in every aspect of its personnel policy and practice in the employment, development, advancement and treatment of its employees.

#### Section 45-3

The Employer and the Union agree to jointly support affirmative actions as specified in the Fort Campbell Affirmative Action Plan. The Employer will make known to all employees its commitment to attain EEO goals as established in the Affirmative Action Plan.

#### Section 45-4

The Employer will carefully, justly and expeditiously consider and adjudicate alleged complaints of discrimination. Employees may use the discrimination complaint procedures without fear of restraint, coercion, discrimination or reprisal.

#### Section 45-5

The Employer's staff of EEO counselors will be made available to all employees.

#### Section 45-6

The Employer shall develop a results-oriented affirmative action plan intended to resolve problems of under-utilization and under-representation of minorities, women and persons with disabilities and, upon request, provide a copy to the Union.

#### Section 45-7

The Employer will, upon request, furnish to the Union President statistical information reflecting the profile of the Employer's total work force by age, race, sex and occupational series and grades.

### **ARTICLE 46**

#### **MISCELLANEOUS**

#### Section 46-1

The Employer will provide the Union President or his designated representative access to regulations not readily available to include amendments or changes thereto covering personnel policies, wages, job classification, job evaluation, hours of work and working conditions of unit employees.

#### Section 46-2

Upon request and not more than four times during each calendar year, the Employer will furnish the Union President a listing of bargaining unit employees. Listings will include each employee's name, job title, series, grade, employment category and organizational element.

#### Section 46-3

Reasonable efforts will be made to provide and maintain satisfactory working areas, sanitary washroom facilities and break rooms for employees. Employees will cooperate in keeping such areas and facilities neat and tidy.

#### Section 46-4

Upon request, an employee will furnish his supervisor with his emergency contact information, to include phone number and the employee's phone number and current address. This information will be released on an official need to know basis.

#### Section 46-5

Employee's civilian clothing/dress will be determined by considering the following factors in relationship to his duties and responsibilities: good taste, decorum, social usage, comfort and working conditions. Employees are expected to dress modestly and appropriately. Personal cleanliness will be maintained by all employees. The Employer will negotiate with the Union on the impact and implementation of the establishment or change of dress standards.

#### Section 46-6

When in an administrative meeting, recording devices will be used only at the mutual consent of all parties.

#### Section 46-7

The Employer will provide nursing mothers with:

- a. Reasonable break time to express milk for one year after her child's birth each time such employee has need to express breast milk
- b. A private space, other than a bathroom, that is shielded from view and free from intrusion of others, to express breast milk

A nursing mother's room must be functional, with a private space with a place to sit and a flat surface, other than the floor, to place the breast pump and other supplies. Although there are no size or permanency requirements, these rooms should provide access to electricity for the use of breast pump, as well as good lighting, a comfortable temperature and proper ventilation. Further, a room for nursing mothers should be clean and agencies should provide cleaning wipes and paper towels.

#### Section 46-8

Supervisors will offer re-training to employees who have been absent, through no fault of their own, from their primary job for an extensive period of time and as result have lost proficiency in their assigned duties.

#### Section 46-9

Employees who are moved to different locations or work areas will be required to move their personal items (e.g. pictures, coffee mug, etc.). Government-furnished items will be moved by the Employer's resources. Employees will not be held responsible for any loss or damage to any equipment that is moved from location to location, unless gross negligence is found during a financial liability investigation. Employees will be granted time to become accustomed to the new work area and set up personal items. Supervisors will make allowances for traffic patterns when an employee is reassigned to a different building.

#### Section 46-10

Employees may use MWR facilities IAW AR 215-1 Patronage Priority or EXCHANGE policies.

#### Section 46-11

The Employer will provide required uniforms or uniform allowances as negotiated by the agency and the Union.

#### Section 46-12

Employees will be allowed a minimum of four hours duty time to complete out processing.

#### Section 46-13

Employees may participate in the Fort Campbell Civilian fitness programs.

#### Section 46-14

Employer will make allowances for employees who are occasionally late due to unexpected gate delays.

## Acronyms

ADR	Alternative Dispute Resolution
AF	Appropriated Fund
AFGE	American Federation of Government Employees
AFL-CIO	American Federation of Labor-Congress of Industrial Organizations
AIS	Automated Information System
APF	Appropriated Fund
AR	Army Regulation
AWOL	Absent Without Leave
AWS	Alternative Work Schedules
MEDDAC	Blanchfield Army Community Hospital
BBA	Business Based Actions
CAAF	Campbell Army Airfield
CAM REG	Fort Campbell Regulation
CBA	Collective Bargaining Agreement
CDSO	Collateral Duty Safety Officer
CFR	Code of Federal Regulations
CHRA	Civilian Human Resource Agency
CPAC	Civilian Personnel Advisory Center
CSR	Customer Service Representative
CWS	Compressed Work Schedules
CYSS	Child, Youth and School Services
DA	Department of the Army
D/D	Direct Deposit
DoD	Department of Defense
DOL	Department Of Labor
DONSA	Day of No Scheduled Activities
DPW	Directorate of Public Works
DSN	Defense Switched Network
EAP	Employee Assistance Program
EDP	Environmental Differential Payment
EEO	Equal Employment Opportunity
EFT	Electronic Fund Transfer
FEHB	Federal Employees Health Benefits
FLRA	Federal Labor Relations Authority
FMCS	Federal Mediation and Conciliation Service
FMLA	Family Medical Leave Act
FSIP	Federal Service Impasse Panel
FTE	Full Time Equivalent
FTS	Federal Telephone Services
FWS	Flexible Work Schedule
I&I	Impact and Implementation
IAW	In Accordance With
ICU	Intensive Care Unit
LCA	Last Chance Agreement

LOR	Letter of Reprimand
LRO	Labor Relations Officer
LWOP	Leave without Pay
MEDCELL	Medical Cell
MSPB	Merit System Protection Board
MWR	Morale, Welfare and Recreation
NAF	Non-appropriated Fund
NIPRNET	Non-Secure Internet Protocol Router Network
NSPS	National Security Personnel System
NTE	Not To Exceed
OPF	Official Personnel File
OPM	Office of Personnel Management
OPSEC	Operational Security
OSHA	Occupational Safety and Health Administration
PD	Position Description
PHI	Protected Health Information
PII	Personally Identifiable Information
PIP	Performance Improvement Plan
PPE	Personal Protective Equipment
RDO	Regular Day Off
RIF	Reduction in Force
RPA	Request for Personnel Action
SCD	Service Computation Date
SOP	Standard Operating Procedure
SPG	Standard Position Guide
TAPES	Total Army Performance Evaluations System
TDA	Table of Distribution Authority
TDY	Temporary Duty
ULP	Unfair Labor Practice
USC	United States Code
VERA	Voluntary Early Retirement Authority
VRA	Veteran's Recruitment Appointment
VSIP	Voluntary Separation Incentive Payment

## APPENDICES

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## **UNION NOTIFICATION FORM**

**DATE:** \_\_\_\_\_

1. Describe the proposed change:

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2. Describe the existing practice and/or current situation:

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3. List organization(s)/department(s) impacted by the proposed change:

---

---

4. Name, PP-SER-GR, position title, email address and/or work phone number of affected employee(s):

---

---

5. Describe how each employee will be impacted by the proposed change:

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6. Guidance/reference(s) used (if applicable):

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7. How were affected employee(s) selected:

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8. Projected effective date of the change:

---

9. Supervisor/manager name, position title, email address or work phone number:

---

**\*\*\*NOTE: AFGE Local 2022 is allowed 14 calendar days to consider this change and notify the agency if they intend to invoke bargaining.**

**\*\*\*You are NOT AUTHORIZED to implement this change until you have been notified by CPAC LRO and/or Human Resources that all bargaining obligations have been satisfied.**

**OFFICIAL TIME REQUEST (OTR) FORM**

***\*Return to Labor Relations Officer and/or Human Resources***

**PART I**

Representative Name (PRINT): \_\_\_\_\_

Organization: \_\_\_\_\_ Duty Phone: \_\_\_\_\_

Date & Time Requested: \_\_\_\_\_ Estimated Time Away \_\_\_\_\_ hrs.

Destination: \_\_\_\_\_

Representative Signature \_\_\_\_\_

☐ Approved ☐ Disapproved

Supervisor Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

**PART II**

**Request for representational activities (check all that apply):**

The time card code "**BK**" are for the following activities:

- ☐ To Collect Facts on an Initial Employee Complaint
- ☐ To Represent an Employee in a Grievance/Arbitration
- ☐ To Represent an Employee for an MSPB Appeal
- ☐ FLRA Proceedings
- ☐ Other

The time card code "**BB**" are for the following activities:

- ☐ Midterm (I & I) Bargaining

The time card code "**BD**" are for the following activities:

- ☐ To meet with management ☐ To Represent at Weingarten meeting
- ☐ To prepare for grievances and appeals
- ☐ Union representative at meetings ☐ To attend any third party hearing ☐ Other

The time card code "**BA**" are for the following activities:

- ☐ To attend contract negotiations
- ☐ Travel and attendance for Union Training

\_\_\_\_\_  
Date(s) of Training

\_\_\_\_\_  
Location of Training

**IF DISAPPROVED, mission related reason and recommendation for an alternate date and time:**

\_\_\_\_\_  
\_\_\_\_\_

**Union Rep. Initials & Date** \_\_\_\_\_ **Supervisor Initial & Date** \_\_\_\_\_

## **Handbook on Alternative Work Schedules**

*The information in this handbook is guidance. Where requirements are stated, we have cited law or regulation. Refer to Article 16, Alternate Work Schedule.*

### **Introduction**

The purpose of this handbook is to provide a framework for Federal agencies to consult in establishing alternative work schedules and to provide additional information to assist agencies in administering such programs.

This handbook, with its appendices, provides detailed information on the administration of flexible and compressed work schedules, jointly referred to as alternative work schedules or AWS. However, this handbook does not cover every situation that may arise under an alternative work schedule or other work scheduling options available under 5 U.S.C. 6101 (external link). Moreover, since AWS programs for bargaining unit employees are established by negotiated agreements, bargaining unit employees and their supervisors and managers should consult the applicable collective bargaining agreement for its AWS provisions.

Although the decision to establish an AWS program is at the discretion of the agency head, this discretion is subject to the obligation to negotiate with the exclusive representative(s) of bargaining unit employees. Consequently, references in the following pages to actions that agencies may take in implementing AWS programs should not be construed as authorizing unilateral action where bargaining unit employees are concerned.

A copy of Office of Personnel Handbook for Alternative Work Schedule may be found at the OPM website. ([www.opm.gov](http://www.opm.gov)) [AWS LINK](#)

MCXD-OFFICE SYM

DATE

MEMORANDUM TO Supervisor/Work Unit Supervisor

SUBJECT: Request for Alternative Work Schedule (AWS)

1. Request approval of change in tour of duty from regular time to compressed time effective with pay period beginning \_\_\_\_\_. Each day includes one half hour/one hour for lunch.

**Compressed Work Schedule (CWS) (set hours and regular day off (RDO)):**

Arrive	Lunch	Depart	Arrive	Lunch	Depart
Sun			Sun		
Mon			Mon		
Tue			Tue		
Wed			Wed		
Thu			Th		
Fri			Fri		
Sat			Sat		

**AWS (circle one):** flexi-tour, gliding schedule, variable day schedule, variable week schedule and/or maxiflex schedule

Proposed schedule (see Appendix C): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I understand the need to be flexible in my work schedule; to meet heavy workloads or unusual work requirement.

3. I agree to comply with requests from my supervisor to return my schedule to a regular, five day a week tour of duty, on a temporary basis, for scheduled conferences, meetings, training sessions, temporary duty, security duties, and other known requirements to ensure my presence.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Work Unit: \_\_\_\_\_

Phone Number/Email: \_\_\_\_\_

MCXD-OFFICE SYMBOL

DATE: \_\_\_\_\_

MEMORANDUM THRU (Employee's Supervisor)

FOR Chief, Work Unit/HRD

SUBJECT: Request for Advanced ANNUAL Leave

Request that I be granted \_\_\_\_\_ hours of advanced ANNUAL leave from DATE to DATE. My OPM 71 is attached.

I understand that:

- a. At no time may I be granted more than the amount of annual leave I will accrue in the remainder of the current leave year.
- b. My request must be made before or during the pay period in which the advance will begin. Retroactive requests will not be accepted.
- c. Annual leave accrued each pay period will be credited against the advance until it is liquidated.
- d. Should I separate from the rolls (except for death, disability retirement, or separation or resignation because of disability), any remaining balance of advanced annual leave will be:
  - a. Charged against my base pay.
  - b. Charged against my lump sum leave.
  - c. Collected from my retirement pay.
  - d. Paid with a personal check.

\_\_\_\_\_  
Employee signature

Employee signature block/contact information

\_\_\_\_\_ hours of advanced annual leave is approved/disapproved.

APPROVAL AUTHORITY SIGNATURE BLOCK  
(Supervisor and/or HRD)

MCXD-OFFICE SYMBOL

DATE \_\_\_\_\_

MEMORANDUM THRU (Employee's Supervisor)

FOR Chief, Work Unit/HRD

SUBJECT: Request for Advanced SICK Leave

Request that I be granted \_\_\_\_\_ hours of advanced SICK leave effective DATE to DATE. My OPM 71 and doctor's statement is attached, which shows the beginning date and approximate ending date I will be incapacitated for duty.

I understand that:

- a. At no time may I be granted more than 240 hours of sick leave.
- b. My request must be made before or during the pay period in which the advance will begin. Retroactive requests will not be accepted.
- c. Sick leave accrued each pay period will be credited against the advance until it is liquidated.
- d. Should I separate from the rolls (except for death, disability retirement, or separation or resignation because of disability), any remaining balance of advanced sick leave will be:
  - a. Charged against my base pay.
  - b. Charged against my lump sum leave.
  - c. Collected from my retirement pay.
  - d. Paid with a personal check.

\_\_\_\_\_  
Employee signature

Employee signature block & contact information

\_\_\_\_\_ hours of advanced sick leave is approved/disapproved.

APPROVAL AUTHORITY SIGNATURE BLOCK  
(Supervisor and/or HRD)

## **Alternative Dispute Resolution (ADR)**

### **1. References**

- a. Collective Bargaining Agreement (CBA), Fort Campbell and AFGE Local 2022, (13 MAY 2015)
- b. Chapter 71, Title 5, United States Code, The Federal Service Labor-Management Relations Statute.
- c. Army Regulation (AR) 690-600, Equal Employment Opportunity Discrimination Complaints.
- d. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e
- e. Administrative Dispute Resolution Act of 1996, 5 U.S.C. §571
- f. Alternative Dispute Resolution Act of 1998, 28 U.S.C. §651
- g. Federal Sector Equal Employment Opportunity, 29 C.F.R. Part 1614
- h. Rehabilitation Act, 29 U.S.C. §791
- i. Age Discrimination in Employment Act, 29 U.S.C. §621
- j. Equal Pay Act, 29 U.S.C. § 206(d)
- k. Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff
- l. EEOC EEO Management Directive-110 Federal Sector Complaints Processing Manual (Nov. 1999)
- m. EEOC EEO Management Directive 715 (Oct. 2003)
- n. Health Insurance Portability and Accountability Act of 1996 (HIPPA)
- o. Privacy Act of 1974

- 2. Purpose. The purpose of this document is to establish an Alternative Dispute Resolution (ADR) process for non-traditional methods of resolving conflicts consensually. ADR does not replace statutory or regulatory processes. It is an alternative designed to facilitate early resolution of issues.
- 3. Scope. This document applies to all types of workplace disputes including, but not limited to, Equal Employment Opportunity (EEO) complaints and Union grievances. ADR may be offered to individuals as an alternative to traditional procedures. Participation by the employee and Agency is voluntary. ADR may be considered at every stage of dispute processing.
- 4. Policy. Commanders and management will actively support early resolution of workplace disputes. ADR will be implemented using a team approach including core representatives from EEO, Legal, Civilian Personnel Advisory Center (CPAC), and Union representatives. The EEO office and CPAC are the proponents for ADR. Participants will be afforded a process that facilitates free and frank communication, an honest exchange of views, and a sincere attempt to resolve

areas of dispute. All participants in ADR will sign a confidentiality agreement and, if applicable, Health Information Insurance Portability and Accountability Act of 1996/ Privacy Act of 1970 release form.

5. Roles and Responsibilities.

- a. The Commander
  - i. Champions ADR.
  - ii. Provides necessary resources to support ADR.
- b. EEO Officer
  - i. Administers the ADR program for EEO.
  - ii. Offers participation in ADR to aggrieved person as appropriate.
  - iii. Coordinates EEO settlements and monitors compliance.
- c. Civilian Personnel Representative
  - i. Provides civilian personnel expertise as required.
  - ii. Coordinates settlement agreements as required.
- d. Labor Relations Officer
  - i. Administers Union grievance ADR.
  - ii. Coordinates with participants to arrange schedules.
- e. Labor Counselor
  - i. Coordinates signed settlements and agreements.
  - ii. Provides advice and input prior to decision to offer ADR.
- f. Resolution Official
  - i. Identified by the EEO Officer or Agency as the individual with authority to engage in resolution discussions and to sign and execute settlement agreements (i.e. the Principal Agency Witness (PAW), second or third line supervisor, director, or commander).
  - ii. Participates in good faith in the ADR.
  - iii. Assures execution of terms outlines in the negotiated settlement agreement (NSA) and notifies the EEO Officer upon completion. Supplies EEO Officer applicable documentation of action taken.
- g. Supervisor/Manager/Union
  - i. Seek to resolve workplace disputes at the lowest possible level.
  - ii. Consult with CPAC, EEO, and/or Legal.
  - iii. Participate in good faith in ADR.
  - iv. Cooperate in resolution efforts and sign NSA.
- h. Aggrieved Person
  - i. Participates in good faith in mediation.
  - ii. Cooperates in settlement efforts and signs NSA (if applicable).

6. EEO Raising the Issue. Following initiation of the pre-complaint process and after reviewing the Informal Complaint Intake Interview Summary, the EEO Officer will determine, on a case-by-case basis, if the issues of the complaint are appropriate



for ADR. If an employee elects to participate in ADR, the time limit for processing the complaint will be extended to 90 days. The aggrieved person may elect to participate in ADR or proceed through traditional EEO counseling.

7. **Grievance Raising the Issue.** At any stage of the grievance procedure either the grievant or management may seek to resolve the conflict by requesting the use of ADR techniques. ADR will only be used if both the grievant and management official involved mutually agree to it. Except when Peer Review Panel is utilized, if ADR is unsuccessful, then the grievance will resume at whatever step it was at prior to the ADR session.
  - a. **Time Limits.** When the parties elect to use ADR, time limits of the formal grievance procedure will be extended in accordance with the provisions below.
    - i. When ADR is requested and mutually agreed upon, the parties will meet within seven (7) calendar days of the request to initiate the formal ADR procedures under Section 5c(3) of this document. When ADR is not agreed upon, the grievance will continue at the appropriate step of the formal grievance procedure and the next step must be filled within seven (7) calendar days of the decision.
    - ii. When a third party mediator is utilized and additional time is necessary, an extension of time limits not to exceed ten (10) calendar days will be permitted for the parties to initiate ADR procedures. If further time is necessary, such additional extension must be mutually agreed upon by both parties. All extensions and approvals will be in writing.
    - iii. The management official and grievant or Peer Review Panel will decide upon a resolution. When a resolution is reached, the mediator/representative will assist in developing a Negotiated Settlement Agreement (NSA) that will be signed by the parties. The NSA will be confidential, should address the issue(s) or particular aspects of the issue(s), will be in compliance with laws, rules, regulations, the CBA and will not set a precedence.
    - iv. An alleged breach of the resolution NSA will be provided by the alleging party in writing to the Union President and CPAC Labor Relations Officer (LRO) within 14 calendar days of the alleged breach. The LRO and Union President will convene a meeting within 20 calendar days of receipt of the allegation. If the allegation cannot be resolved, the alleging party may proceed with filing a Step III grievance in accordance with Article 32.

## 8. ADR PROCESSES

- a. Participation in ADR is voluntary for the aggrieved person and the Agency.
- b. To avoid confusion or the appearance of a conflict of interest in ADR, no person may mediate, facilitate, or serve on the peer review panel of a pre-complaint if previously involved in the processing of that complaint.
- c. ADR covers a number of processes to include mediation, facilitation (using conflict resolution techniques), and peer review panels.
  - i. Mediation
    - 1. Mediation is the intervention in a dispute or negotiation of an acceptable, impartial, and neutral third party, who has no decision making authority. The objective of this intervention is to assist the parties to voluntarily reach an acceptable resolution of the issues in dispute. A mediator, like a facilitator, makes primarily procedural suggestions regarding how parties can reach agreement. Occasionally a mediator may suggest some substantive options as a means of encouraging the parties to expand the range of possible resolutions under consideration. A mediator often works with the parties individually, in caucuses to explore acceptable resolution options or to develop proposals that might move the parties closer to resolution. Mediators differ in their degree of effectiveness or control in their assistance in disputing parties. Some mediators set the stage for bargaining, make minimal procedural suggestions, and intervene in the negotiations only to avoid or overcome a deadlock. Other mediators are much more involved in forging the details of a resolution. Regardless of how direct a mediator is, the mediator performs the role of catalyst that enables the parties to initiate progress toward their own resolution of issues in dispute.
    - 2. Sources of Mediators:
      - a. Federal Mediation and Conciliation Service (FMCS).
      - b. DoD Investigation & Resolution Division (IRD).
      - c. Other sources as agreed upon.
    - 3. Agreements reached through the mediation process will be reduced to writing, submitted to the Legal Office for review, and signed by the parties.
    - 4. Appropriate action will be taken to ensure compliance with any agreements reached.
  - ii. Facilitation. Facilitation involved the use of techniques to improve the flow of information in a meeting between parties in a dispute. The term “facilitator” is often used interchangeably with the term

“mediator”, but a facilitator does not typically become as involved in the substantive issues as does a mediator.

iii. Peer Review Panel.

1. Peer Review is a problem-solving process where an employee takes a dispute to a group or panel of fellow employees and managers for a decision. The principle objective of peer review is to resolve disputes early before they become formal complaints. A panel consisting of three members, one of which is selected by the Union, one selected by management and not from within the immediate organization from where the grievance originated, and one from a mutually agreed upon list previously prepared. The panel votes (absent a consensus) and a majority rules. No vote count is revealed. The panel’s decision will be reduced to writing and submitted to the Legal Office for review for legal sufficiency. A peer review decision is binding unless it is legally unenforceable.
2. Panel members will:
  - a. Be outside of the organizational element where the dispute arose.
  - b. Have no conflict of interest or position.
  - c. Be trained on their responsibilities and limit of their empowerment at the expense of the Agency.

## GRIEVANCE FORM

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Name of Grievant(s)

\_\_\_\_\_  
Job Title and Grade

\_\_\_\_\_  
Name of Supervisor

\_\_\_\_\_  
Organization/Work Unit

\_\_\_\_\_  
Date of Act Causing Grievance

My Choice of Representative (check one):

☐ I select a Union Representative to represent me:

\_\_\_\_\_  
Name of Union Representative

☐ I will represent myself or obtain a representative:

\_\_\_\_\_  
Name of Representative

Acknowledgement of Receipt (for use when non-union representative is designated):

Union Official's Name (printed): \_\_\_\_\_

Union Official's Signature: \_\_\_\_\_ Date of Receipt: \_\_\_\_\_

### **STEP I**

Description of grievance including the specific articles/sections or regulations alleged to have been violated, misinterpreted or misapplied and the personal relief sought to resolve the grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant Signature

Step I Decision:

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\_\_\_\_\_  
Signature of Step I Deciding Official or Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by: Signature of Grievant or Union Representative

\_\_\_\_\_  
Date

**STEP II**

I have followed the procedures for Step I of Article 32 of the CBA and do not feel that my grievance is resolved to my satisfaction for the following reasons. I request my grievance to be reviewed at the next level (Step II):

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\_\_\_\_\_  
Signature of Receipt by Step II Deciding Official or Representative    Date

Step II Decision:

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\_\_\_\_\_  
Signature of Step II Deciding Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by: Signature of Grievant or Union Representative

\_\_\_\_\_  
Date

**STEP III (See CBA Article 32-11)**

I have followed the procedures of Step II of Article 32 of the CBA and do not feel that my grievance is resolved to my satisfaction for the following reasons. I request my grievance to be reviewed at the next level (Step III):

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Signature of Receipt by Step II Deciding Official or Representative    Date

**Step III Decision:**

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Signature of Step III Deciding Official

---

Date

---

Received by: Signature of Grievant or Union Representative

---

Date

## Appropriated Fund (AF) Total Army Performance Evaluation System (TAPES) Rating Cycle

<b>TAPES System &amp; Grade Level</b>	<b>Rating Cycle Begins:</b>	<b>Initial discussion must be completed NLT:</b>	<b>Face-to-face midpoint review must be conducted NLT:</b>	<b>Rating cycle ends:</b>	<b>Evaluation are uploaded into AutoNoa NLT COB:</b>
Senior System GS/WS: 13, 14, 15	1 July	30 July	1 January	30 June	15 August
Senior System GS/WS: 9, 10, 11, 12	1 November	30 November	1 May	31 October	15 December
Base System GS/WG/WL/WS/WD: 1, 2, 3	1 January	31 January	1 July	31 December	15 February
Base System GS/WG/WL/WS/WD: 4	1 February	2 March	1 August	31 January	15 March
Base System GS/WG/WL/WS/WD: 5	1 March	31 March	1 September	28 February	15 April
Base System GS/WG/WL/WS/WD: 6, 7, 8	1 May	31 May	1 November	30 April	15 June
Base System WG/WL: 9, 10, 11, 12	1 September	30 September	1 March	31 August	15 October
Base System WG/WL: 13, 14, 15	1 November	30 November	1 May	31 October	15 December

NOTE: Quality Step Increase (QSI) and performance awards are uploaded into AutoNoa normally within 30 calendar days from the evaluation approval date.

## Non Appropriated Fund (NAF) Rating Cycle

CY-01: 01 October - 30 September  
 CY-02: 01 November - 31 October  
 NF-03 & NF-04: 01 February - 31 January  
 NA/NL/NS: 01 April - 31 March  
 NF-02: 01 July - 30 June  
 NF-05: 01 July - 30 June

## FAMILY MEDICAL LEAVE ACT

FMLA forms may be obtained at: <http://www.dol.gov/whd/fmla>

There are several different forms, depending on the situation, that need to be filled out and turned in:

- WH-380-E Certification of Health Care Provider for Employee's Serious Health Condition
- WH-380-F Certification of Health Care Provider for Family Member's Serious Health Condition
- WH-381 Notice of Eligibility and Rights & Responsibilities
- WH-382 Designation Notice
- WH-384 Certification of Qualifying Exigency For Military Family Leave
- WH-385 Certification for Serious Injury or Illness of Covered Service member -- for Military Family Leave
- WH-385-V Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave



## Position/Employee Telework Eligibility Checklist

Employee Name \_\_\_\_\_

Position Title \_\_\_\_\_ Series \_\_\_\_\_ Grade \_\_\_\_\_

PD #: \_\_\_\_\_ Position Office Symbol \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_

1. Is this employee serving in a probationary period?      \_\_\_ YES \_\_\_ NO

2. Does this employee occupy a trainee or intern position?      \_\_\_ YES \_\_\_ NO

*Generally an employee who is serving a probationary period or occupying a trainee or intern position is not eligible to participate in telework. The length of time these employees are ineligible for telework is at the command's discretion.*

**Regular/recurring telework** – arrangement in which some or all duties may be performed at an alternative worksite, on a regular and recurring basis. Regular/recurring telework can be either **full-time** (where an employee performs all duties at an alternative worksite and there is no expectation of reporting to the traditional worksite) or **limited** (where an employee performs duties at an alternative worksite on a set schedule (e.g., every Monday; once a pay period; once a month))

**Situational/Ad hoc telework** – arrangement in which duties may be performed at an alternative worksite on a case-by-case basis (e.g., COOP, inclement weather, special project), where the hours worked are not part of a previously approved, ongoing and regular telework schedule.

POSITION ELIGIBILITY CRITERIA		
Position eligibility evaluation should be based on the <b>position duties</b> rather than the job title, series, grade, type of appointment, work schedule or incumbent. (Factors to consider for employee eligibility are addressed later in the form.)		
Base the determination on the <b>current duties of the position</b> . This determination may change if the duties change (e.g., mission, special projects, details).		
If a position is not 100% telework eligible, consider if a portion of the position's tasks can be performed via telework on a limited basis. Workload management and adjustment may play a part in your assessment. In some cases, it may be possible to restructure position duties to allow for telework on a situational basis.		
QUESTIONS	YES	NO
1. Does the position require incumbent to report <b>daily (i.e., every day)</b> to the traditional worksite?		
2. Does the position require continuous on-the-job training or close supervision?		
3. Does the position require <b>daily</b> use of special facilities or equipment that the organization cannot provide to the employee or is not available at the alternative worksite?		
4. Does the position involve tasks that require <b>daily</b> face-to-face contact that cannot be achieved through alternate communication tools (e.g., email, telephone, online meetings, electronic file transfer) with: <ul style="list-style-type: none"> <li>a. Supervisor(s)/manager(s)?</li> <li>b. Colleagues/team members/co-workers?</li> <li>c. Customers?</li> <li>d. General Public?</li> </ul>		
5. Does the position involve tasks that require <b>daily</b> access to classified materials and networks (SIPRnet)?		
6. Does the position involve tasks that require <b>daily</b> access to materials or equipment that cannot be moved from the traditional worksite or accessed outside of the traditional worksite such as unique reference materials or special tools?		

7. Does the position involve tasks that require <b>daily</b> access to systems, networks, applications that cannot be accessed alternative worksite? (e.g., local access only, SIPRnet, etc.)?		
8. Would the performance of position duties at an alternative worksite result in a measurable decrease in the level of service provided to customers? (e.g., delays in processing work, inhibiting custom access to the employee)		
<p>➤ <b>If the answer is YES to <u>any</u> of the above questions the position is typically <u>not eligible</u> for telework.</b></p> <p>➤ <b>If the answer is NO to all of the above questions (#1-8) the position may be eligible for regular/recurring and/or situational/ad hoc telework once employee eligibility is determined. Continue with Questions 9-11.</b></p>		
<b>QUESTIONS</b>	<b>YES</b>	<b>NO</b>
9. Does the position involve tasks that require face-to-face contact that cannot be achieved through alternate communication tools (e.g., email, telephone, online meetings, electronic file transfer) with: a. Supervisor(s)/manager(s)? b. Colleagues/team members/co-workers? c. Customers (internal and external)? d. General Public?		
10. Does the position involve tasks that require access to materials or equipment that cannot be moved from the traditional worksite or accessed outside of the traditional worksite such as unique reference materials or special tools?		
11. Does the position involve tasks that require access to systems, networks, applications that cannot be accessed at the alternative worksite? (e.g., local access only, etc.)		
<p>➤ <b>If the answer to <u>any</u> of the above questions (#9-11) is <u>YES</u> the position is typically not eligible for regular/recurring telework on a full-time basis, but may be eligible for regular/recurring telework on a limited basis, and/or situational/ad hoc telework, once employee eligibility is determined:</b></p> <p><b>1) If the position includes recurring tasks and/or tasks that may be scheduled in advance and performed for at least a full day at an alternative worksite, the position is suitable for regular/recurring telework on a limited basis.</b></p> <p><b>2) If the position does not include recurring tasks and/or tasks that may be scheduled in advance, position is only eligible for situational/ad hoc telework.</b></p> <p>➤ <b>If the answer to <u>all</u> of the above questions (#9-11) is <u>NO</u> the position may be suitable for all categories of telework once employee eligibility is determined.</b></p>		
<b>EMPLOYEE ELIGIBILITY CRITERIA*</b>		
<b>Complete this section only after position eligibility has been determined.</b>		
<b>QUESTIONS</b>	<b>YES</b>	<b>NO</b>
1. Is the employee's performance currently rated below the fully successful level (e.g., TAPES Level 3)?		
2. Is there a memorandum of counseling, warning, or other record by the supervisor documenting deficiencies that cause the employee's overall performance to fall below fully successful, even if the current rating of record is fully successful or higher?		
3. Is there a record of formal disciplinary action within the previous 12 months for the employee?		
4. Is there a record of verbal conversation or written reprimand of behavioral or responsibility concerns (e.g., misuse of leave, excessive tardiness) within the past 12 months?		
5. Has the employee been "officially disciplined" for being absent without permission for more than 5 days in any calendar year?		
6. Has the employee been "officially disciplined" for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography on a Federal Government computer or while performing official duties?		
<p>➤ <b>If the answer to <u>all</u> of the questions (#1-6) is NO, the employee is eligible to telework.</b></p> <p>➤ <b>If the answer to <u>one or more</u> of the questions (#1-6) is YES, the employee is typically not eligible to telework.</b></p>		

NOTE: The term "official discipline" (as used in questions 5 and 6 above) refers to a disciplinary action that results in the placement of a document in an employee's official personnel file (OPF). The bar on participation remains in effect as long as the document stays in the employee's OPF.

**If the answer is YES to the following questions relative to employee characteristics, the employee is more likely to be suitable for telework.**

QUESTIONS	YES	NO
1. Is the employee able to work independently with minimal supervision?		
2. Is the employee able to solve problems independently?		
3. Does the employee have sufficient skill in using the technologies required for telework (e.g., VPN, Outlook, Encryption software, telephone and voicemail, Defense Connect Online (DCO))?		
4. Does the employee have the ability to communicate, verbally and electronically, with supervisors, co-workers, and customers?		
5. Does the employee have a sufficient level of job knowledge and organizing and planning skills?		
6. Does the employee exhibit discipline toward work and reliability concerning work hours?		

**Determination:**

Position is eligible for regular/recurring telework on a full-time basis (everyday) Yes\_\_\_\_\_ No\_\_\_\_\_
   
Position is eligible for regular/recurring telework on a limited basis (set schedule) Yes\_\_\_\_\_ No\_\_\_\_\_
   
Position is eligible for situational/ad hoc telework Yes\_\_\_\_\_ No\_\_\_\_\_
   
Employee is eligible for telework Yes\_\_\_\_\_ No\_\_\_\_\_

If the position or employee is not telework eligible, please select all that apply as justification for the determination:

Not Telework Eligible – Position requires employee's presence to perform the job.	
Not Telework Eligible – Position requires daily face-to-face contact with supervisor, other employees, or customers/the public.	
Not Telework Eligible – Position requires access to material or special equipment.	
Not Telework Eligible – Position requires daily access to classified material.	
Not Telework Eligible – Duty performance or conduct.	
Not Telework Eligible – Employee is serving in a probationary period.	
Not Telework Eligible – Employee is a trainee or intern.	

Identify reason for denying telework based on employee ineligibility:

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Additional information justifying position or employee telework ineligibility:

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## **Department of Defense Telework Agreement – DD FORM 2946**

The terms of a Telework agreement should be documented on DD FORM 2946, dated DEC 2011 and must be read in conjunction with Department of Defense (DoD) telework policy, available on the DoD Issuances Web Site at <http://www.dtic.mil/whs/directives/> or on the Civilian Personnel Management Service Web Site at [www.cpms.osd.mil](http://www.cpms.osd.mil) and any additional guidance provided by the employing organization. Signatories certify they will abide by this agreement, DoD telework policy, and all supplemental terms established by the employing organization.

The Department of Defense Telework Agreement may be obtained at <http://www.dtic.mil/whs/directives/forms/eforms/dd2946.pdf>

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IN WITNESS THEREOF, the parties hereto have entered into this Agreement, this

13<sup>th</sup> day of April 2015.

  
TED A. REECE  
Member, Negotiating Committee

  
CARL LUTZ  
Member, Negotiating Committee

  
RANDY DURIAN  
Member, Negotiating Committee

  
JUDY HANSFORD  
Member, Negotiating Committee

  
ANITA BADER  
Member, Negotiating Committee

  
NICKOLES OVERSTAKE  
Member, Negotiating Committee

  
ROBERT T. HENSLEY  
Member, Negotiating Committee

  
DANIELLE DARNELL  
Member, Negotiating Committee

  
JIMMY D. HALEY  
Member, Negotiating Committee

  
SABRENA GILLESPIE  
Member, Negotiating Committee


  
MICHAEL KRUG  
Member, Negotiating Committee

## Execution


Execution Date: APR 17 '15

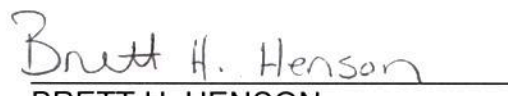
  
GARY J. VOLESKY  
MG, USA  
COMMANDING

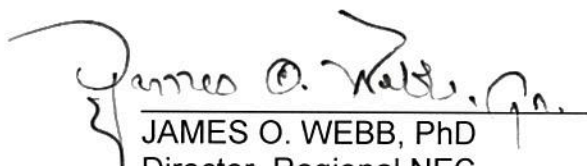
  
CARL LUTZ  
President,  
AFGE (AFL-CO) Local 2022

  
DAVID L. DELLINGER  
Colonel, SF  
USAG, Fort Campbell

  
GEORGE N. APPENZELLER  
Colonel, MC  
USAMEDDAC, Fort Campbell

  
JIMMY D. HALEY  
Director, LRC, Fort Campbell

  
BRETT H. HENSON  
Colonel, DC  
DENTAC, Fort Campbell

  
JAMES O. WEBB, PhD  
Director, Regional NEC,  
(Bluegrass Region)  
Fort Campbell

Approved by Department of Defense on 13 May 2015.