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PREAMBLE

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

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

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

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

Article 1

EXCLUSIVE RECOGNITION AND AGREEMENT COVERAGE

Section 1. Exclusive Representative

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

Section 2. Coverage of the Agreement

a. Exclusive recognition includes:

(1) All wage grade and general schedule employees including Guards at Evans Army Community Hospital, Fort Carson; Theater Specialist, GS-09, of Headquarters, Fort Carson; Medical Department Activity, Fort Carson (MEDDAC) and US Army Dental Health Activity, Fort Carson (DENTAC).

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

(3) All Police Officers of the Provost Marshal Office, Installation Management Agency, with duty station Fort Carson.

(4) All Security Guards employed by the U.S. Army Installation Management Command, Directorate of Emergency Services, Fort Carson Colorado.

(5) All full-time, part-time, and flex non-appropriated fund (NAF) employees of the Child Youth and School Services (CYSS) Division, Directorate of Family, Morale, Welfare and Recreation, Fort Carson.

(6) All Wage Grade and General Schedule employees employed by the U.S. Army Installation Management Agency, Fort Carson, Colorado.

(7) All non-professional employees employed by the U.S. Army Contracting Agency, Fort Carson, Colorado

b. Excluded from these units are management officials; employees engaged in Federal personnel work in other than purely clerical capacity; temporary employees; professional employees other than in 2a (2) above; supervisors; (confidential employees; employees engaged in administering the provisions of Chapter 71 of Title 5 U.S. Code; employees engaged in intelligence, counterintelligence, investigative or security work; employees primarily engaged in investigative or audit functions).

Article 2

UNION RIGHTS

Section 1. Responsibilities

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

Section 2. Representation Rights and Duties

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

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

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

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

"(ii) the employee requests representation."

Section 3. Numbers and Locations of Stewards

- a. The Union retains its right to designate its representatives.
- b. The effective use of stewards and a reasonable distribution of their Union workload enhance a sound Union-Management relationship and contributes to the efficiency of the Agency's operation.
- c. In order to develop and maintain effective and consistent working relationships, the Union will identify specific organizational assignments for each steward based on its own assessment of a particular steward's availability, abilities, and workload.
- d. Each Organization and the Union will jointly determine how to most effectively publicize the availability and location of each steward to the supervisors and employees within the organizational assignment of the steward. The Union is free to change the organizational assignment or to assign a steward to work on a particular case as it sees fit.
- e. The Union will supply the Employer with a roster of designated stewards.
- f. The Union will notify the Employer of any changes in the designated stewards.

Section 4. Meetings

- a. Meetings between Union officials and Management of a major Activity or Directorate, for the purpose of discussing issues, concerns, or exchanging information are encouraged by both Parties. Place, time, date, and duration of meeting will be determined by mutual agreement and done in a timely manner.
- b. Meetings arranged to be held on the work site between a Union representative and a BUE will be held in a private area, if available.
- c. The use of a private space will be made available for the Union to meet with BUEs as needed.

Section 5. Data Requests

Management agrees to pursue and provide data in a reasonable manner. The Civilian Personnel Advisory Center's (CPAC) interim response to a data request from the Union will include an estimated date of when the data will be provided. Any data available will be provided at that time. It is understood that any data available includes only that data that can be released with this provision allowing for management to instead provide any explanation of why certain data may not be releasable in accordance with law and government-wide regulation or to provide data in a sanitized format in order to comply with any restrictions on the release of certain data such as that protected by HIPAA, the Privacy Act of 1974, and/or 5 CFR Part 297.

Section 6. Listing of Bargaining Unit Employees

The Union will be provided with a listing of BUEs on a semiannual basis from CPAC. The format of the report will be mutually determined.

Section 7. Performance Appraisals - Union Officials

Performance appraisals for Union representatives will be based upon work performed during the rating period. Accommodations will be made for the Union representative's time away from the work site in determining the job-related expectations established for the employee and/or the completion of the employee's performance appraisal. Any Union official that is on 100% official time and are not performing any duties of their normal position during the rating period cannot receive a performance rating for that rating period.

Section 8. Representative of the Union

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

Section 9. Temporary Paid Union Position

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

(1) Upon return to the service of the Government, the employee will be returned to the same position if the position exists and is vacant, or

(2) To a similar position and grade if such a position and grade is available.

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

Section 10. Telework

If the Union official is on 100% Official Time and a situation presents itself that could warrant situational telework, the steward will follow local telework/AWS agreement to the command they are assigned to.

Article 3

EMPLOYEE RIGHTS

Section 1. Introduction

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

"(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

"(2) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter."

Section 2. Right to Consult with Union Representatives

Employees have a right to meet and confer with a Union representative. If an employee desires to consult with a Union representative during duty hours, they will obtain prior permission from their supervisor (or designee), to excuse their absence. If the supervisor is unable to release the employee, they will work with the employee to establish an alternative time and/or place within three (3) business days.

Section 3. Counseling

Employee counseling will be conducted in private surroundings.

Section 4. Right to Petition Congress

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

Section 5. Informational Picketing

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

Section 6. Accommodations for Disabled Employees

The Employer recognizes its responsibility for providing adequate facilities and accommodations for disabled employees to meet requirements as prescribed by law.

Section 7. Outside Employment

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

Section 8. Right to Private Life

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

Article 4

WEINGARTEN RIGHTS

a. Bargaining unit employees may be entitled to Union representation in meetings held in connection with an investigation. There are five conditions established by law for a "Weingarten Meeting".

ALL FIVE of the following conditions must be met before an employee is entitled to Union representation:

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

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

b. An employee who has a question about the purpose of a meeting is encouraged to ask the Agency representative the purpose for the meeting. Employees who have questions about their right to representation are encouraged to contact a Union representative. Supervisors who have questions about their responsibilities regarding employee entitlements to representation are encouraged to contact the CPAC.

c. Management will annually inform employees of their rights in (a.) above. The notice will be posted on communal intranet sites and added to a year end Fort Carson Community email.

d. Exclusions: Not applicable to performance counseling, proposed disciplinary and adverse action, and notice of decision.

Article 5

MANAGEMENT'S RIGHTS

1. The Employer retains the authority:
"(1) to determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and

"(2) in accordance with applicable laws-

"(A) to hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

"(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

"(C) with respect to filling positions, to make selections for appointments from-

"(i) among properly ranked and certified candidates for promotion; or

"(ii) any other appropriate source and

"(D) to take whatever actions may be necessary to carry out the Agency mission during emergencies."

2. In accordance with applicable Executive Orders, the Employer will negotiate on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

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

Article 6

OFFICIAL TIME

Section 1. Balancing Legitimate Needs

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

Section 2. Representational Functions and Distribution of Official Time

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

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

b. The President and Vice President are released full-time to perform the above listed representational functions. The President and Vice President are not required to complete the official time request form. The President and Vice President will account for official time at the end of the pay period and submit their time card to their supervisor (or designee). Full-time release may not be assigned or delegated for use by another union representative.

c. The MEDDAC Chief Steward is a MEDDAC employee who is released full-time to perform the above listed representational functions. The MEDDAC Chief Steward is not required to complete the official time request form. The MEDDAC Chief Steward will complete an agreed upon report at the end of each pay period and submit it to the MEDDAC Chief of Personnel (or designee). Full-time release may not be assigned or delegated for use by another Union representative. In the spirit of partnership, the designation of the individual to serve as MEDDAC Chief Steward will be determined by consensus of the President and the MEDDAC Chief of Personnel. If the MEDDAC Chief Steward provides notice that they will no longer be the MEDDAC Chief Steward, then the President and MEDDAC Chief of Personnel will meet to reach a consensus on a new MEDDAC Chief Steward. If consensus is not immediately reached, the President will designate an interim MEDDAC Chief Steward, and the MEDDAC Chief of Personnel will identify the number of hours per week of official time for the interim MEDDAC Chief Steward, with a minimum of eight (8) hours per week. The MEDDAC Chief Steward is the principal Union point of contact for Labor-Management matters within MEDDAC.

d. The Chief Firefighter Steward is released up to sixteen (16) hours of duty time each pay period of 144 hours to perform representational functions. There is no carryover of unused official time from one pay period to the next pay period.

e. The Garrison Chief Steward and NAF Chief Steward are released for up to 32 hours each pay period to perform the above listed representational functions, with not more than 75% of this time used in any one week. There is no carryover of unused official time from one pay period to the next pay period.

f. The Stewards are released for up to five (5) hours each week to perform the above listed representational functions. Union Stewards may carryover unused hours accumulated during a week into a personal account for that Steward's use at a later time. Only that Steward may use the hours that accumulate in that Steward's personal account with a maximum carryover amount of 300 hours at the end of the calendar year. If circumstances of an emergency nature arise and the Steward has utilized all their current hours they may submit a request for additional time. The Steward will submit a request form and identify the emergency circumstances in the remarks section or on an attached sheet. The form will be initialed by the Union President prior to submission to the supervisor. The supervisor (or designee) will consider the emergency circumstances presented by the Union as well as the mission accomplishment of the organization in determining whether to grant the request.

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

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

- Attend Labor – Management Council meetings
- As the Union representative participating as a member of a Commercial Activity study committee
- As the Union representative at a special briefing conducted by the Commander/Director

Section 3. Secretary/Treasurer

The Union Treasurer is released for up to eight (8) hours each week to establish, maintain and prepare reports of records required by the U.S. Department of Labor. The Union Secretary is released for up to four (4) hours each week. There is no carryover of unused official time from one week to the next week.

Section 4. Requesting Official Time

When requesting official time, the Union representative will submit the official time request form to their supervisor (or designee) as much in advance as possible but normally not later than 24 hours before the time requested. Upon receipt of the request form, the supervisor (or designee) will approve / disapprove official time request, on the request form prior to the Union representative leaving the duty location. Unless there are compelling mission related reasons, the supervisor (or designee) will grant release at the time requested. If release cannot be granted at the time requested, the supervisor (or designee) will work with the Union representative to reach an appropriate time for the official time to be used within 24 hours except in extraordinary circumstances.

Section 5. Using the Request Form

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

Section 6. Communication with the Supervisor

The Union representative will report back in with the supervisor (or designee) upon the Union representative's return to the worksite if there is a change to the official time requested.

Section 7. Official Time for Hearings and Negotiations

Where the Union has been designated as the representative, one local Union representative will be entitled to official time (if otherwise in a duty status) as the Union's representative and one local Union representative will be entitled to official time (if

otherwise in a duty status) as a technical advisor in appropriate (arbitration, MSPB, EEOC) hearings. If an outside Union representative is serving as the Union's representative in the hearing, one local Union representative will be entitled to official time (if otherwise in a duty status) either as a technical advisor or as a representative. Management will attempt to change the Union representative's tour of duty to allow the employee to be on official time. The use of official time for hearings and negotiations only applies if the employee is otherwise in a duty status as the employee's participation cannot result in the accrual to the employee of any compensatory time or overtime or to any type of premium pay to which the employee is not already entitled as a part of their work shift.

Section 8. Internal Union Business

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

Section 9. Training Union Representatives

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

Article 7

MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. Introduction

Matters appropriate for negotiation are contained in 5 USC 71 which includes, but is not limited to: personnel policies, practices, and general working conditions. Regarding permissive rights contained in 5 USC 7106(b) (1), Management will negotiate consistent with applicable Executive Orders.

Section 2. Notification

a. For proposed changes in working conditions that would affect employees beyond the specific work area, the Union President and/or Vice President will be notified.

b. Notifications to the Union President and/or Vice President of changes in policies and technologies will be in writing through the CPAC.

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

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

- (a) Proposed changes in working conditions;
- (b) Reason for the change;
- (c) List of BUEs affected by the change;
- (d) Whether the job description(s), hours work, performance standards, duty location(s), or training requirements will be changed;
- (e) Proposed implementation date;
- (f) Point of contact and phone number for additional information.

c. Where the Union President and/or Vice President has designated a steward to perform as point of contact for a specific work area, the supervisor shall contact the point of contact in writing over proposed changes in working conditions affecting that specific work area. The point of contact and the supervisor (or designee) have authority to enter into and execute a written agreement on the change. The Union point of contact is encouraged to contact the Union office for guidance. The supervisor (or designee) is encouraged to contact the CPAC for guidance.

Section 3. Process

a. When the Union wishes to negotiate on Management initiated changes, they will present their written statement of intent to negotiate to the CPAC, within ten (10) days of the Union's receipt of Management's notice. Written requests for extension of the time limits may be submitted to the other Party with an explanation of the unusual circumstances causing the time limit to be missed. A written reply will be made to the request for extension.

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

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

b. Within fourteen (14) days of Management's acceptance of the Union's intent to negotiate, the Union and Management will mutually determine the details such as: site, time, dates, participants, and exchange of information and data, to begin discussions/ negotiations on the proposed change(s). Additional information/ data may be requested.

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

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

e. The Union will be encouraged to contact affected BUEs as to their input to Management initiated proposed changes. Arrangements to meet with affected BUEs should be made with the supervisor (or designee) of the employees.

(1) Procedures for soliciting input from BUEs and the site, time, dates, and participants will be determined by the Labor-Management negotiating team.

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

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

g. Final agreements will be in writing.

Article 8

WORK HOURS AND TOUR OF DUTY

Section 1. Changes in Tour of Duty

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

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

c. All NAF CYSS employees are subject to irregular tours of duty as defined in the glossary, to include split shifts. When the need for a change arises, the Employer will ask for volunteers among available employees that possess the skills and abilities to do the job. If no volunteers, the selection will be rotated equitably among qualified employees. Employees will be given fourteen (14) day notice of changes to an established irregular

tour of duty and will cover at least one administrative workweek. Activity Managers may make exception to this requirement when unusual circumstances make advance scheduling impossible.

d. NAF CYSS Maintaining Child Care Ratio. Employees may be moved among or within the centers to maintain adult/child ratio. The Employer will ask for volunteers among employees who possess the skills and abilities to do the job. If no volunteers, the assignment or selection will be rotated equitably among qualified employees. The Employer agrees to provide transportation between centers unless the employee chooses to use their privately owned vehicle (POV). Employees utilizing their POV may submit for mileage reimbursement at the GSA rate. Travel between centers will be on duty time. The Employer will notify the Union and Labor Office within 24 hours, when relocations of employees are taking place outside of the center or a change in hours of the employee.

Section 2. Alternate Work Schedules for Fort Carson

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

b. Changes to an organization's AWS policy or the establishment of an AWS policy, will be addressed through the AWS committee with a partnership composition. For organizations without an AWS committee Management will follow Article 7.

Section 3. Lunch Periods

Employees who have a designated non-duty lunch period will not be assigned duties during their lunch period without appropriate compensation. Generally the lunch period will be scheduled as close to the middle of the work shift as possible and for a period of thirty (30) to sixty (60) minutes. Lunch period is allowed only if employee works over a six (6) hour shift. Employees with special needs will be considered.

Section 4. Working Lunches

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

Section 5. Breaks

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

Section 6. Positions Involving Repetitive Motion

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

Section 7. Employees Contacted to Return to Work

The Parties recognize that mission requirements may require designated employees to remain available to report for duty as needs may dictate. Generally, employees will be contacted to return to work by telephone and employees will give a contact number to their command. Some employees may be required to carry a government issued communication device or personal communication device. These mission needs may be met through one of the arrangements described below:

a. Call – Back: Employees are contacted in a prearranged order (i. e. overtime procedures) within each skill specialty and requested to report for duty. Normally, no specified employee availability conditions exist. Employees required to report for duty are compensated according to the applicable pay and overtime rules. The employee is required to remain within a reasonable call-back radius. The employee is allowed to leave a phone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius. Any employee called back to duty to perform required or emergency duties will be paid a minimum of two (2) hours of appropriate premium pay.

b. Standby Time: An employee will be considered on duty and time spent on standby duty will be considered hours of work, with or without a government issued communication device. Designated employees may be restricted to the official duty station, required to remain in a state of readiness to perform work, and have their activities substantially limited such that they cannot use the time effectively for their own purposes. In these situations, all time spent on standby is considered hours of work. In situations that allow, the employee, although not restricted to the agency's premises, is restricted to their living quarters or designated post of duty, has their activities substantially limited, and is required to remain in a state of readiness to perform work.

c. On-Call: An employee will be considered off duty and time spent in an on-call status will not be considered hours of work, with or without a government issued communication device. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person. On-call employees may make arrangements for another employee to be on call or leave a number where they may be reached. If during the time an employee is in an on call status, a situation occurs that would prevent the employee from returning to work, the employee will contact their supervisor to explain the circumstances.

Section 8. Travel Time

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

Article 9

ANNUAL LEAVE

Section 1. Introduction

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

b. Annual leave is the right of an employee and will be accrued and approved in accordance with applicable laws, regulations, and this Agreement. Refer to CFR U.S.C.6304 (d).

Section 2. Request for Leave

a. If written submissions of leave requests are required by the supervisor (or designee), the OPM 71 will be used.

b. When an employee's written/verbal request for leave is denied, the supervisor (or designee) will provide a written reply.

c. The supervisor (or designee) has the authority to approve verbal request(s) if the employee is unable to fill out an OPM 71 at time of request. Upon returning to work the employee will fill out the OPM 71.

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

Section 3. Projecting of Annual Leave

a. Employees should identify their projected annual leave, by filling out and submitting an OPM 71 for vacation by the March 31 cut-off date. If the employee requests two (2) consecutive weeks or more of vacation time, the Employer will attempt to approve such requests, subject to mission requirements.

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

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

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

Section 4. Notification of Leave Approval

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

Section 5. Approval of Leave When the Supervisor is Absent

In the absence of the supervisor (or designee) the employee will contact the next higher level supervisor.

Section 6. Emergencies Before or During Work Day

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

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

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

Section 7. Conflicts in Scheduling Leave

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

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

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

Section 8. Request for Advanced Leave

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

Section 9. Cancellation of Approved Annual Leave

Approved annual leave of two (2) work days or more will only be canceled for valid operational reasons, requiring that the employee not take leave. If the mission requirements necessitate the cancellation of approved annual leave the supervisor (or designee) will meet with the affected employee to explain the basis of such cancellation

as much in advance as possible and attempt to identify periods for which leave can be rescheduled.

Section 10. Illness during Leave

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

Section 11. Restoration of Annual Leave

The three (3) conditions under which forfeited leave may be restored are: administrative error, illness, or exigencies of the public business. Employees who have questions regarding procedures to request restoration should contact their supervisor (or designee) or Union representative for advice and assistance. In order to be eligible for restoration of annual leave, employees must schedule their leave at least three (3) pay periods in advance of the end of the leave year. Refer to CFR 630.308 (a).

Section 12. Religious Holidays

Supervisor (or designee) will give special consideration to approving an employee's request for annual leave or adjustments to work schedule for the purpose of observing religious holidays, or to meet religious requirements. CFR 550.1002 (d)

Section 13. Problems with Leave and Earning Statement

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

Article 10

SICK LEAVE

Section 1. Approval of Sick Leave

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

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

(1) receives medical, dental, or optical examination or treatment;

(2) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;

(3) Provides care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, or childbirth or who receives medical, dental or optical examination or treatment;

(4) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;

(5) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by their presence on the job because of exposure to a communicable disease; or

(6) Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

c. The amount of sick leave granted to an employee during any leave year for the purposes covered by the 5 CFR § 630.401 is limited. Employees should contact their supervisor (or designee) or the CPAC for information about the applicable limitations.

d. When an employee requests sick leave for one of the three purposes covered by the 5 CFR § 630.401, the employee will identify in the remarks section of the SF 71 which of the purposes (i.e., family member ill/medical appointment, adoption, and funeral) is applicable.

e. Documentation for sick leave for 5 CFR § 630.401 purposes will be limited to that which would be required of the employee for personal use of sick leave.

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

g. An employee may request other types of leave when they are incapacitated for duty.

Section 2. Request for Sick Leave

It is the employee's responsibility to request sick leave. However, if an employee is incapacitated and unable to contact their supervisor (or designee), another individual may contact the supervisor (or designee) on the employee's behalf to inform the supervisor (or designee) of the sickness and approximate length of absence. The supervisor (or designee) will provide a contact number and will respond accordingly.

Section 3. Sickness Before or During Work Day

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

b. When a sickness arises before the start of the duty day, the employee will personally notify the supervisor (or designee) within two (2) hours after the beginning of the normal work day to request sick leave.

c. Employees whose primary function is providing direct patient care for 24 hour services and who work in a clinical setting will call in no later than two (2) hours prior to the beginning of their normal work day.

d. Employees on shift operation will notify the appropriate supervisor (or designee) at least two (2) hours prior to the start of the shift to request sick leave.

e. Employees whose primary function is providing child youth care will call in no later than two (2) hours prior to the beginning of their normal work day.

f. Employees must continue to notify their supervisor (or designee) at the start of each duty day if they continue to be carried in a sick leave status, unless medical documentation is provided to the supervisor (or designee) saying otherwise.

Section 4. Sick Leave Absences

a. In accordance with 5 CFR § 630.405, employees may be required to furnish a medical certificate or other administratively acceptable evidence to substantiate a request for approval of sick leave for an absence of any duration when deemed necessary.

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

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

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

Section 5. Insufficient Sick Leave Balance

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

Section 6. Requirement for Medical Certificate

Supervisors are encouraged to make an employee aware of potential problems with the employee's use of sick leave through documented counseling prior to requiring a medical certificate. In individual cases, if an employee is suspected of abusing sick leave or if the employee demonstrates a suspicious pattern of sick leave usage, the employee may be required to present a medical certificate to support each sick leave request. The total

amount of approved sick leave used by an employee will not necessarily be the sole factor used by a supervisor in determining whether the employee is abusing sick leave. The employee will be provided a written notice of such a requirement. The employee's usage of sick leave will be reviewed every three (3) months and a determination made to either continue or cease the requirement. The employee will be provided a written notice of the supervisor's determination.

Section 7. Advance Request for Sick Leave

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

Section 8. Return to Duty

a. Employees returning to duty after an extended absence for illness/injury may be required by their supervisor (or designee) to report to Occupational Health Clinic for interview and clearance after reporting to work. Such cases include, but are not limited to:

(1) All employees absent from work for more than three (3) consecutive work days for non-work related illnesses/injury;

(2) Any work related injury/illness; or

(3) Any employee working in patient care or food service absent from work for any illness.

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

Section 9. Advance Sick Leave for Serious Disability or Illness

In cases of serious disability or illness employees may be advanced up to 240 hours of sick leave, in accordance with AR 215-3 or Fort Carson Leave Regulation 690-4. A request for advance sick leave of up to 240 hours will be made by the employee in writing, and it will include a certificate from a competent medical authority describing why the employee should be granted absence and the doctor's professional opinion as to the employee's expected ability to return to duty following the absence. These requests will be approved or disapproved by the supervisor (or designee) in writing. If disapproved, an employee will be given a copy of the reasons in writing. An advance of sick leave is not granted if it is considered likely that the employee will not return to duty for sufficient period of time to earn the leave.

Section 10. Confidentiality of Sick Leave

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

Section 11. Light Duty

a. The Employer will reasonably accommodate the properly documented, short-term (less than 6 months) medical needs of its employees through actions such as, but not limited to, the following:

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

b. The employee will cooperate with the supervisor (or designee) in an effort to reasonably accommodate their medical needs and provide current documentation of their medical condition and work limitations.

Article 11

OTHER LEAVE

Section 1. Family and Medical Leave Act (FMLA)

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

Section 2. Voluntary Leave Transfer Program

a. An employee may submit to their first level supervisor, or their leave approving official, a voluntary request to transfer a specific number of whole hours of annual leave to the annual leave account of a specific approved leave recipient, in accordance with AR 215-3 or Fort Carson Leave Regulation 690-4.

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

Section 3. Military Leave

Because of the primary mission of the Department of the Army, the policy is to extend full cooperation to all Reserve and Guard components of the Armed Forces by granting leave of absence for military purposes so far as practicable. Military Leave to be administered in accordance with AR 215-3, Fort Carson Leave Regulation 690-4 and The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Section 4. Registration and Voting

An employee may be excused from duty to permit them to report for work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off. Under unusual circumstances, considering inclement weather and commuting distance to polling places equitably, an employee may be excused up to a full day.

Section 5. Court Leave

Court Leave is to be administered in accordance with AR 215-3 or Fort Carson Leave Regulation 690-4.

Section 6. Shut Down of Operations

a. During any period of shut down of activities or any reduced operations, employees may be offered the opportunity to take annual leave. If the employee chooses to work during this period, every effort will be made to provide productive work for the employee at the employee's regular duty site or at an alternate duty site.

b. If the employee's regular duty site is closed by events beyond the control of management or employees, and an alternate duty site cannot be located, an employee may be excused from duty without charge to leave or loss of pay, until a duty site can be located.

c. A and B do not apply during Furlough, Government Shut Down or any other Federally Mandated Work Stoppage.

Section 7. Unavoidable Absences from Duty

Unavoidable absences from duty may be excused when the reasons are justified to the supervisor (or designee). Excusal for unavoidable absences is limited to periods of less than one (1) hour. The employee should communicate with the supervisor (or designee) as soon as possible in these situations.

Section 8. Minimum Charge to Leave

a. The minimum charge for leave is fifteen (15) minutes increments. Employees are reminded of their responsibility to request leave in advance and/or to follow proper procedures in emergency situations.

b. The use of leave in fifteen (15) minutes increments is not intended to excuse tardiness.

Section 9. Leave Without Pay (LWOP)

LWOP is a temporary non-pay status and absence from duty granted upon the employee's request and approval in the same manner as annual and sick leave. LWOP will be administered in accordance with federal laws, rules, and regulations. May be granted whether or not the employee has annual or sick leave to their credit.

Article 12

OVERTIME

Section 1. Distribution of Overtime

- a. Overtime and premium pay will be paid IAW applicable laws and regulations.
- b. Overtime shall be distributed on a fair and equitable basis to all employees with the required knowledge and skills as may be necessary to accomplish the work within the assigned element.
- c. The scheduling of overtime work, the nature of the work to be performed, the need for identifying special skills, the priority of work to be performed and the number of employees required to work overtime are to be determined by the Employer.
- d. The Employer will first consider volunteers for overtime from among employees who are currently assigned to the job for which overtime is required.
- e. The Employer will then consider volunteers from those employees qualified to do the job.
- f. If the above provisions do not result in the availability of adequate qualified personnel for overtime work, or it results in an excess number, the assignment or selection for overtime work will be rotated equitably among qualified employees in the organizational segment concerned. This applies to the selection of qualified personnel from other organizational segments as well. A roster or other record-keeping system may be used for this purpose.
- g. It is understood that temporary imbalances are permitted in the equitable distribution of overtime due to certain factors such as leave, continuity on jobs of short duration or skill requirements.
- h. Overtime will not be used as a reward or penalty.

Section 2. Directed Overtime

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

Section 3. Overtime Pay

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

Section 4. Call Back

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

Section 5. Phone Contact

When the Employer requires that a BUE perform their principal activities and/or participate in substantive technical conversations by initiating a phone contact with the employee when the employee is not on duty, the employee will be entitled to compensation for the duration of the phone contact. Compensation will be computed in fifteen (15) minute increments rounded to the nearest fifteen (15) minutes.

Section 6. Compensatory Time

Only GS employees that are exempt under FLSA, whose rate of pay is that of GS 10 Step 10 or above, in accordance with 5 CFR § 550.114(c), can be required to take compensatory time in lieu of overtime pay. All other employees will be given overtime pay for overtime hours worked, in accordance with law/government-wide regulation, unless the employee requests and management approves compensatory time. NAF CYSS employees will be given overtime pay for overtime hours worked unless the employee requests compensatory time.

Section 7. Break Times

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

Article 13

CLEAN UP TIME

Section 1. Clean Up

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

Section 2. Prep Time

At the beginning of the shift, the Employer will provide an appropriate amount of time, consistent with the nature of the work performed for employees to change into those Employer-provided uniforms, work clothes and safety equipment that are required to

remain at the worksite. The Employer will consider the nature of the employee's work in determining whether the employee is entitled to duty time to change into personal coveralls or similar protective clothing.

Article 14

TRAINING

Section 1. Introduction

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

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

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

c. The needs of the Department of the Army are better served when training is distributed to a broad base of employees, rather than focused on a select few. When meaningful distinction cannot be made among employees and the need for training still exists, the employer will schedule the employees who meet the above criteria for additional training sessions as they become available, and as resources permit.

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

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

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

Section 2. Identifying Training Needs

The supervisor (or designee) and the employee are encouraged to identify training and development needs with the employee's Individual Development Plan (IDP), considering such factors as: upward mobility opportunities and other career development training and other factors.

Section 3. Request for Training

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

b. The employee may initiate a training request and submit it to their supervisor (or designee) for consideration.

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

Section 4. Compensation

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

Section 5. Publicity

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

Section 6. Orientation

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

- a. Leave procedures
- b. Hours of work
- c. Location of dining and rest room facilities
- d. Existing operation manuals and/or standard operating procedures (SOPs)
- e. The operation of equipment/machinery that the employee will be using

Section 7. Licenses/Certification

Duty time may be granted for testing/training in order to maintain a Colorado and/or national professional license/ certification required for the performance of their duties, in accordance with applicable laws, rules, and regulations.

Section 8. Payment/Administrative Leave for Training

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

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

Section 9. Documentation

The Employer will periodically inform employees of the need and the responsibility to keep their Official Personnel File (OPF) up to date. This may include Employers reminding their employees of the importance to document formal training and on-the-job training during performance counseling sessions. It is the employee's responsibility to initiate this documentation. Employees may submit an SF 172, or other appropriate documentation as determined by the CPAC, for inclusion in their OPF to document additional experience gained and training received. NAF CYSS employees may submit appropriate documentation to the NAF Human Resources Office (HRO) for inclusion in their official personnel file to document additional experience gained and training received.

Section 10. Mandatory Training

Mandatory training will be done in a duty status. Supervisors (or designee) will make appropriate arrangement to complete mandatory training.

Article 15

Temporary Duty (TDY) & TRAVEL

Section 1. Notice of TDY to Employees

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

Section 2. Duty Time

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

Section 3. Request and Consideration for TDY

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

Section 4. Hardship Caused by TDY

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

Section 5. Preparation and Submission of Documents

Employees who assist in the preparation and submission of their own TDY documents may seek advice from their supervisor (or designee), Administrative Office, or the Travel Section.

Section 6. Government Travel Cards

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

Section 7. Alternate Travel Arrangements

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

Section 8. Official Passport/Visa

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

Section 9. Travel Benefits

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

Section 10. Rest After Travel

a. If an employee's travel orders indicate that the employee will be returning from TDY after midnight, the employee may request a reasonable amount of excused absence for rest from their supervisor (or designee).

b. If an employee is unavoidably detained and returns after midnight from TDY, the employee will request a reasonable amount of excused absence for rest from their supervisor (or designee).

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

Section 11. Workers Compensation

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

Section 12. Overpayment/Indebtedness

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

Section 13. Reimbursement for TDY and Travel Costs

a. Reimbursement for employee TDY and travel will be paid in accordance with Joint Travel Regulations and General Service Administration.

b. The Employer is committed to providing timely reimbursement to the employee once the travel voucher has been approved. Reimbursement will normally be within fifteen (15) days of receipt of their voucher in the Travel Section. An employee who has not received reimbursement within fifteen (15) days may seek assistance from their supervisor to obtain the reimbursement.

Article 16

PERFORMANCE MANAGEMENT

Section 1. General

Performance evaluations at Fort Carson will be accomplished in accordance with all applicable laws, rules, regulations, and memorandums of agreement.

Section 2. Performance Improvement Plan (PIP)

Should an employee's performance become unsuccessful the Rater will develop a performance improvement plan (PIP) which shall be in writing and include adequate measures to bring the employee's performance up to a successful level. An improvement plan should provide written information on specific deficiencies and necessary improvements and establish a reasonable timeframe in which the employee must improve before corrective action is initiated. PIP notices should also define assistance to be provided to help the employee meet expectations (may include: formal training, on-the-job training, coaching and counseling, and closer supervision). A PIP should normally be at least thirty (30) to ninety (90) calendar days in duration.

Article 17

DETAILS AND TEMPORARY PROMOTIONS

Section 1. Documentation

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

Section 2. Choosing Employees

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

Section 3. Temporary Promotions

An employee who is detailed to a position which has been classified at a higher grade for more than thirty (30) days will be temporarily promoted, if the employee performs the duties of the position description and the employee meets all qualification and eligibility requirements for promotion to the position.

Section 4. Detailed to a Set of Duties

An employee detailed to a set of duties or to a position which has not been classified is not guaranteed a temporary promotion under this article. An employee who believes that they are performing work at a higher grade level, is encouraged to bring this to the attention of their supervisor (or designee).

Section 5. Communication with the Employee/Union

a. The supervisor (or designee) will explain to the employee the duties and expectations associated with any detail greater than thirty (30) days. The employee may request for the Union be given an opportunity to observe this discussion.

b. Management will give a courtesy notification to the Union describing the details which last more than fourteen (14) days. Which will be sent through the Labor Relations office.

Section 6. Performance Rating

Will be in accordance with all applicable laws, rules and regulations.

Section 7. Equipment

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

Section 8. Changing Work Schedule

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

Article 18

MERIT PROMOTION

Merit Promotion at Fort Carson will be accomplished in accordance with the Memorandum of Understanding concerning Merit Promotion in effect. Copies of the

current Memorandum of Understanding can be obtained from your organization or the Union office.

Article 19

PROBLEM SOLVING/GRIEVANCES

Section 1. Purpose

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

Section 2. Working Together

a. The Union and the Employer encourage each employee to talk with their supervisor (or designee) about the employee's problem before filing a grievance. The Union and the Employer encourage each supervisor (or designee) to listen to their employee's problem.

b. Attempts should be made to resolve problems on an informal basis between the employee and the supervisor (or designee) before beginning the grievance procedure.

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

Section 3. Scope

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

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

(1) by any BUE concerning any matter relating to the employment of the BUE;

(2) by the Union concerning any matter relating to the employment of any BUE; or

(3) by any BUE, the Union, or the Employer concerning:

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

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

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

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

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

Section 4. Exclusions

The following matters are specifically excluded from this procedure:

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

b. Retirement, life insurance, or health insurance.

c. A suspension or removal under Section 7532, 5 USC (relating to National Security).

d. Any examination, certification or appointment.

e. The classification of any bargaining unit position which does not result in the reduction-in-grade or pay of a BUE.

f. Non selection for promotion where proper procedures have been followed.

g. An action terminating a temporary promotion within a maximum period of two (2) years and returning the employee to the position from which they were temporarily promoted.

h. Not using an employee's suggestion,

i. Not receiving a quality step increase, performance award, or honorary award.

j. A preliminary warning or notice of a specific action, which, if effected, would be covered under the grievance system (e.g. a notice of proposed suspension, proposed termination).

k. Termination of temporary, term, or probationary employees.

l. The highest performance rating, unless there are clearly derogatory comments contained in the evaluation.

Section 5. Grievability

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

Section 6. Grievance Procedures

a. Step 1 - The employee is entitled to Union representation throughout the entire grievance procedure and the Deciding Official is entitled to representation as well. The employee will file their grievance at Step 1 by using the Step 1 grievance form. The form is available online or from the Union office or a Union steward. The employee/Union representative will give the completed Step 1 grievance form to the 1st line supervisor within twenty (20) calendar days after the occurrence of the act leading to the grievance or within twenty (20) calendar days after the employee became aware of the act leading to the grievance to sign receipt. The Union will provide a copy of the completed grievance form to the CPAC and/or servicing HR Department. If the 1st line supervisor does not have the appropriate authority to make a decision on the grievance, the 1st line supervisor will give the grievance to the appropriate Deciding Official immediately. The Deciding Official will hold a meeting with the employee and their Union representative as soon as possible but not later than ten (10) calendar days from the receipt of the grievance by the 1st line supervisor. The Deciding Official will issue a decision to the employee and Union representative as soon as possible but not later than seven (7) calendar days from the date of the meeting using the Step 1 Grievance Decision form. If the employee is not available to receive their copy of the decision, the Union will be provided a copy of the decision. The Deciding Official will forward a copy of the Step 1 decision to the servicing L/MER Specialist in the CPAC.

b. Step 2 - If the employee is not satisfied with the decision in Step 1, they may initiate a Step 2 grievance by using the Step 2 grievance form. The form is available online or from the Union office or a Union steward. The employee/Union representative will give the completed Step 2 grievance form, along with the Step 1 Grievance and Decision and available supporting documentation, to the Deciding Official, normally the 2nd line supervisor, within seven (7) calendar days of receipt of the Step 1 Grievance Decision form. The Union will provide a copy of the grievance form to the CPAC and/or servicing HR Department. The Deciding Official will hold a meeting, if requested, with the employee and their Union representative as soon as possible but not later than seven (7) calendar days from receipt of the Step 2 grievance form. If the employee does not request a meeting, the Deciding Official can request a meeting. The Deciding Official will issue a decision as soon as possible but not later than seven (7) calendar days from the date of the meeting using the Step 2 Grievance Decision form to sign receipt. If no meeting is

held, the Deciding Official will issue a decision as soon as possible but not later than seven (7) calendar days from the date of receipt of the Step 2 grievance form. The Deciding Official will issue a decision to the employee and Union representative as soon as possible but not later than seven (7) calendar days from the date of the meeting using the Step 1 Grievance Decision form. If the employee is not available to receive their copy of the decision, the Union will be provided a copy of the decision. The Deciding Official will forward a copy of the Step 2 decision to the servicing L/MER Specialist in the CPAC.

c. Step 3 - If the employee is not satisfied with the decision in Step 2, they may initiate a Step 3 grievance by using the Step 3 grievance form. The form is available online or from the Union office or a Union steward. The Union will give the completed Step 3 grievance form, along with the earlier step 1 and 2 grievances and decisions and available supporting documentation, to the Activity Commander, Director or designee through the servicing L/MER Specialist at the CPAC, and/or servicing HR Department within seven (7) calendar days of receipt of the Step 2 Grievance Decision form to sign receipt. The Deciding Official will hold a meeting, if requested, with the employee and their Union representative as soon as possible but not later than ten (10) calendar days from receipt of the Step 3 grievance form. If the employee does not request a meeting, the Deciding Official can request a meeting. The Deciding Official will issue a decision as soon as possible but not later than seven (7) calendar days from the date of the meeting using the Step 3 Grievance Decision form. If no meeting is held, the Deciding Official will issue a decision as soon as possible but not later than seven (7) calendar days from the date of receipt of the Step 3 grievance form. The Deciding Official will issue a decision to the employee and Union representative as soon as possible but not later than seven (7) calendar days from the date of the meeting using the Step 1 Grievance Decision form. If the employee is not available to receive their copy of the decision, the Union will be provided a copy of the decision. The Deciding Official will forward a copy of the Step 3 decision to the servicing L/MER Specialist in the CPAC.

Section 7. Grievances Concerning Disciplinary or Adverse Actions

Grievances concerning disciplinary or adverse actions must be put on the grievance form and filed at Step 2 of the grievance procedure, directly with the Step 2 Deciding Official (or designee) in accordance with the time limits as outlined in Section 6, Step 2. The Deciding Official involved in the disciplinary or adverse action will not be involved in the grievance procedure.

Section 8. Union Grievances

a. Grievances filed by the Union President (or designee) shall be discussed with the appropriate Management official who has the authority to resolve the matter and filed at the Step 2. Grievances at this level must be in writing and filed in accordance with the time limits as outlined in Section 6, Step 2.

b. If unresolved within seven (7) calendar days, the Union President (or designee) may process the written grievance to the Activity Commander (or designee), through the CPAC and file at the Step 3. The Activity Commander or designee will provide a written

decision within fifteen (15) calendar days after receipt of the grievance. A meeting can be requested by either Party to attempt resolution or clarification of issue(s). If still unresolved, the Union President (or designee) may invoke arbitration.

Section 9. Timeframes

The Employer and the Union agree that the spirit and intent of the grievance procedure is that the Deciding Official at each level will decide on the merits of the grievance to provide a satisfactory resolution. Time limits may be extended by consensus of the Parties. Requests for extensions of any time limit must be for valid reasons and in writing. If an extension has not been requested or approved by either Party the grievance may be advanced to the next step.

Section 10. Delivery of Grievances

The Union representative shall make a reasonable attempt to deliver a grievance without interrupting normal business operations or patient care.

Article 20

DISCIPLINARY AND ADVERSE ACTIONS (AF/NAF)

DISCIPLINARY AND ADVERSE ACTIONS FOR APPROPRIATED FUNDED (AF) EMPLOYEES

Section 1. Definitions

a. Disciplinary actions consist of Letters of Reprimand and Suspensions of fourteen (14) days or less.

b. Adverse Actions consist of Removals, Suspensions for more than fourteen (14) days, Reductions in Grade or Pay, or Furloughs for thirty (30) days or less.

Section 2. Cause and Timeliness

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

Section 3. Employer Fact Finding

As part of the fact finding process the Employer may discuss with the employee, if available, the basis for the Disciplinary or Adverse Action. Such discussion will be conducted in private surroundings. This discussion and careful consideration of the employee's views may take place before the Employer issues any written notices to the employee. For information about the employee's right to representation, see Article 4, "Weingarten Rights".

Section 4. Procedures

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

- a. An advance written notice stating the specific (i.e., particular/definite) reasons for the proposed action.
- b. A reasonable time to answer orally and/or in writing and to furnish affidavits and other documentary evidence to support the reply. The period of time for a reply will be not less than fourteen (14) calendar days 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 CFR § 752.404(d)(1) and (2).
- c. Be represented by a person of their choice in accordance with Article 2, Section 8.
- d. Receive a written decision and the specific reason(s) cited in the proposal (which have been sustained) in a timely manner (normally within thirty (30) calendar days) after the expiration of the reply period. Nothing within this section shall be construed to limit management's right to effectuate discipline such that any missed timelines would in no way prevent management from imposing the proposed disciplinary action.

Section 5. Challenging the Action

- a. A BUE affected by an Adverse Action may file under a statutory procedure (e.g., MSPB, EEO) or the negotiated grievance procedure, but not both. An employee will have chosen their option in Adverse Actions when the employee files a timely notice of appeal under the statutory procedure, or files a timely grievance. In the processing of an appeal through a statutory appeal channel, the employee may select their representative.
- b. For grievances which otherwise could be filed as statutory appeals, such grievances will be considered timely if filed within thirty (30) calendar days after the effective date of the action. The above time frames will change automatically in accordance with revisions of applicable statutes.
- c. Grievances concerning Disciplinary or Adverse Actions must be in writing and filed at Step 2 of the grievance procedure, directly with the Step 2 Deciding Official (or designee) in accordance with the time limits outlined in Article 19, Section 6, Step 1, stating, "...within twenty (20) calendar days after the employee became aware of the act leading to the grievance."

Section 6. Exception to Procedures

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

DISCIPLINARY ACTIONS FOR NON-APPROPRIATED FUNDED (NAF) EMPLOYEES

Section 1. Types of Discipline

Disciplinary actions consist of oral admonishments, written reprimands, suspensions from duty without pay (for a maximum of fourteen (14) calendar days except when statute requires a greater penalty) or separation for cause.

Section 2. Cause and Timeliness

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

Section 3. Employer Fact Finding

As part of the fact finding process the Employer will discuss with the employee, if available, the basis for the disciplinary action. This discussion and careful consideration of the employee's views will take place before the Employer issues any written notices to the employee. (For information about the employee's right to representation, see Article 4, "Weingarten Rights.")

Section 4. Oral Admonishments and Written Reprimands.

The procedural requirements contained in Chapter 7, AR 215-3, will be followed when an oral admonishment or written reprimand is warranted to correct misconduct on the part of the employee, except that an employee has the right to file a grievance at Step 2 of the grievance procedures within twenty (20) days of the receipt of the letter.

Section 5. Procedures

An employee against whom a suspension of fourteen (14) days or less or separation for cause is entitled to:

- a. An advance written notice stating the specific (i.e., particular/definite) reason for the proposed action.
- b. A reasonable time to answer orally and/or in writing and to furnish affidavits and other documentary evidence to support the reply. The period of time for a reply will be not less than fourteen (14) calendar days 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 CFR § 752.404(d)(1) and (2).
- c. Be represented by a person of their choice in accordance with Article 2, Section 8.
- d. Receive a written decision and the specific reason(s) cited in the proposal (which have been sustained) in a timely manner (normally within twenty (20) calendar days) after the expiration of the reply period. Nothing within this section shall be construed to

limit management's right to effectuate discipline such that any missed timelines would in no way prevent management from imposing the proposed disciplinary action.

Section 6. Challenging the Action

a. A BUE affected by a disciplinary action may file under a statutory procedure (EEO) or the negotiated grievance procedure, but not both. An employee will have chosen their option when the employee files a timely complaint under the statutory procedure, or files a timely grievance. In the processing of a complaint through the statutory procedure, the employee may select their representative.

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

c. Grievances concerning disciplinary actions must be in writing and filed at Step 2 of the grievance procedure, directly with Step 2 Deciding Official (or designee) in accordance with the time limits outlined in Article 19, Section 6, Step 1, stating, "...within twenty (20) calendar days after the employee became aware of the act leading to the grievance."

Section 7. Exception to Procedures

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

Article 21

ARBITRATION

Section 1. Invoking Arbitration

Arbitration may be invoked only by the Union or Management.

Section 2. Notification

If Management and the Union fail to settle any grievance processed under the negotiated grievance procedure, either Party may within twenty (20) calendar days after receipt of the final decision, notify the other in writing of a request to invoke arbitration. After formal notice of a request to invoke arbitration, a formal written request must be made by the requesting Party to the Federal Mediation and Conciliation Service (FMCS) within sixty (60) calendar days after receipt of the final grievance decision, or the right to arbitrate the issue is waived, unless the non-requesting Party agrees in writing to an extension of this deadline.

Section 3. Selecting an Arbitrator

After the receipt of a list of arbitrators within ten (10) calendar days the Parties will determine when to strike for an arbitrator. This striking meeting shall occur no later than thirty (30) days after the receipt of the list of arbitrators. If the Parties cannot mutually agree upon one of the listed arbitrators, then the Management representative and the Union representative will each strike one arbitrator's name from the list and will then repeat this procedure. The Parties will alternate who strikes first. The remaining name will be the selected arbitrator.

Section 4. Defining Issues

Within thirty (30) days of choosing an arbitrator, the Parties will meet for the purpose of attempting to define the issues to be arbitrated. Within thirty (30) days prior to the scheduled arbitration the Parties agree to exchange witness and exhibit lists however, this will not preclude the introduction of additional witnesses or exhibits. In the case that Management is required to provide an additional witness Management will be given at least 24 hours notice prior to arbitration.

Section 5. Duty Time to Attend Hearing

The aggrieved, the Union representative, and/or technical advisor, and the aggrieved's witnesses approved by the arbitrator who are otherwise in a duty status will be placed on official time and will be reported as such on all time cards using the appropriate official time code.. If a regular day off is involved, or if the hearing is held during the employee's non-duty status, reasonable effort will be made by the supervisor (or designee) to change the employee's non-duty period to a duty period.

Section 6. Timely Arbitration Decision

The arbitrator will be requested by the Parties to render the decision as quickly as possible, but in any event, no later than sixty (60) calendar days after the conclusion of the hearing, unless the Parties agree otherwise.

Section 7. Binding Decision

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

Section 8. Arbitration Expenses

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

Article 22

EQUAL EMPLOYMENT OPPORTUNITY

Section 1: Shared Responsibility:

The Employer will assure that there is equal employment opportunity at all levels and that the civilian workforce is free from discrimination based on race, color, religion, sex (including sexual harassment), national origin, age, disability, marital status, and political affiliation. The Employer and the Union share responsibility for promoting equal employment opportunity.

Section 2: Management Commitment:

The Employer will (within budgetary limitations and DA staffing guidelines) allocate personnel and fiscal resources to effectively administer the EEO program. Policy letters will be issued and made public reflecting Management's commitment to EEO goals.

Section 3: Personnel Actions & Employment Practices

- a. Personnel actions and employment practices involving employees in the bargaining unit will be consistent with the law and terms of this contract.
- b. Work related activities, facilities, and services operated and sponsored by the Employer will not be segregated and their use will not be determined by race, sex, color, religion, age, national origin, or disability.

Section 4: EEO Complaints and Employee Rights to Representation:

- a. The Employer will expeditiously consider and adjudicate complaints of discrimination filed through the agency administrative process. The Employer will attempt to bring about informal resolution of complaints using alternative dispute resolution (ADR) when appropriate.
- b. Persons who allege discrimination or who participate in the processing of such complaints will be free from restraint, coercion, or reprisal.
- c. A complainant has the right to be accompanied, represented, and advised by a representative of their choice during any stage of the complaint process.

Section 5: EEO Counselors:

The Employer agrees to provide adequate staffing to facilitate the counseling of EEO complaints according to EEOC regulation Management Directive 110. Counselors will be trained in the application of EEO regulations and procedures and work to resolve complaints at the lowest level whenever possible.

Section 6: Affirmative Employment:

In accordance with applicable regulations, include EEOC Management Directive 715, the Employer will develop a results-oriented program for affirmative employment intended to create a workforce that reflects the diversity of the nation it serves. The EEO Officer will prepare the annual report analysis of the workforce composition by age, race, disability, sex, occupational series, and grade. Where under-representation

exists, action plans will be established to overcome the imbalance. The MD 715 Annual Report will be posted on the Fort Carson website and made available to all interested Parties.

The EEO Office will engage with the community through various outreach efforts to ensure applicants are aware of hiring activities on the installation in an effort to develop diverse applicant pools for vacant positions.

Through periodic publications employees and applicants will be kept apprised of EEO policies, their rights and responsibilities related to EEO as well as procedures to file complaints of discrimination.

Annually the EEO Office will present to Senior Leaders and Union Officials a State of the Agency assessment on the workforce demographics, complaint activity, and efforts of workplace accommodation for individuals with disabilities.

Article 23

FIREFIGHTERS

Section 1. Tour of Duty

- a. The basic tour of duty (24 hour period) will normally be:
- 0800-1630 Duty Time
 - With an hour meal time (normal hours are from 1130-1230) as a crew.
 - An hour of Physical Fitness Time with flexibility within the duty time.
 - 1630 - 0700 Standby/sleep time
 - 0700-0800 Duty Time
- All employees are to be in uniform and ready for the duty day at 0700. If employees are held over; they will be afforded time and the opportunity to acquire provisions for that operational period.
- b. The Employer provides clothing for a 24-hour tour of duty and for this reason will require that while on duty all firefighters will be required to wear the prescribed uniform for that activity.
- c. It is understood that during their duty day from 0800-1630, one (1) hour of lunch time will be provided and all other meal times will be at the employee's discretion. However, the assigned or acting company officer of the station has the ability to provide flexibility to the duty day.
- d. Movement of firefighters due to staffing shortfalls of firefighters which may require a prolonged duty time, overtime rules will apply. Gear Bags will be available upon request.

Section 2. Training

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

b. A training schedule will be developed on an annual basis and will be updated and revised monthly as necessary. Training and drills are primarily for the purpose of improving operational readiness of the employee. Due diligence and care must be taken to ensure that firefighters are not injured or jeopardized by conditions during the conduct of drill and outdoor training. Therefore, the Agency will consider extreme weather conditions when scheduling and conducting outside drills/training.

Section 3. Annual Leave

a. Projected annual leave for fire fighters will be picked IAW the organizations internal leave policy.

b. Administrative personnel, Supervisory Staff, Dispatchers, Fire Inspectors, Training Division Personnel and Military firefighters assigned to the Fire Department will not affect Civilian Leave picks for firefighters of the operations branch.

Section 4. Rotation

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

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

Section 5. Living and Dining Facilities

a. The Employer agrees to provide the following:

(1) Adequate kitchen and living space, equipment to include at a minimum:

(a) Microwave ovens.

(b) Gas or electric ranges and ovens.

(c) Minimum of two full size refrigerators with freezer compartments and additional units are determined by how many personnel are at each station.

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

(e) TV, DVD/Blue-ray, Cable television or its equivalent with HD "top 250 channels" package or equivalent, service at each station. TVs will be provided by the Fire Department in at least one common area. HD "off air" antenna will be provided.

(f) Dishwashers, commercial washers and dryers, HVAC for heating and cooling of living areas and provide equipment to maintain the proper and healthy humidity range.

(2) Grounds maintenance equipment for upkeep of the stations throughout the year. However, the employer will put all fire stations on the first priority for clearance of snow because of their emergency response requirements.

(3) Bathrooms that include at least one urinal, two toilets (where practical) and two sinks. In the stations where there are female firefighters assigned, there will be a minimum of two toilets with privacy stalls as to accommodate all personnel. All bathrooms will be fitted with proper shower facilities.

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

(1) Their own securable locker or closet to store linens, toiletries, supplies, and extra clothing.

(2) A quality mattress designed for the weight of the firefighters that share that area. A similar make and model will be used across the organization. Mattresses will be replaced as needed and mattress covers shall be replaced every five (5) years. In no case will used mattresses be obtained and used as replacements.

(3) A chair, night table, and lamp.

Section 6. Safety

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

(1) 1 pair of safety shoes or boots to be replaced upon unserviceability, Black.

(2) 1 Pair each of prescription eyewear for daily wear and as an insert for the SCBA facemask.

(3) 1 personal Fire Protective Turnout coat with all required liners.

(4) 1 Personal Fire Protective Turnout pants with all required liners.

(5) 1 Nomex/PBI hood.

(6) 1 Pair firefighter gloves.

(7) 1 Pair firefighter Protective Turnout boots.

(8) Additionally, any equipment required for structural and airfield personal protective clothing and equipment will meet standards outlined in NFPA 1971.

(9) The required special equipment for members of special teams, such as Haz-Mat and Technical Rescue will be based on National Safety Standards.

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

(1) Fire shelter.

(2) Helmet designed for wildland firefighting.

(3) Goggles Anti fog.

(4) Gloves, leather.

(5) Light for wildland helmet.

(6) Pack, field, firefighter's unisex with belt and straps.

(7) BPA free hydration source.

(8) Wildland boots.

(9) Proper fitting wildland shirts and pants.

(10) Hot Shield

(11) Wildland Coat

(12) Additionally, any equipment and personal protective clothing will meet standards outlined in NFPA 1977 and NWCG.

(13) The agency will maintain a cache of supplies (sleeping bags, tents, etc.) when the circumstances require.

Section 7. Physical Fitness

All firefighters will participate in one (1) hour of physical fitness training daily by going to one (1) of the fitness facilities on the installation or within stations. It may be determined that the training of the day constitutes the one (1) hour of physical fitness for the day and the employee will not be afforded the one (1) hour of physical fitness during the duty day. At all times the physical fitness training will be done as a group/crew in order to maintain response capabilities and accounted for by shift supervision. Mission requirement and emergency responses take priority. The Agency will provide the availability to a health and wellness program for its employees.

Section 8. Uniforms

Management will, within budget constraints, make every effort to continue to supply safety apparel and uniform items in accordance with the Department Operational Guidelines (DOGs). All other items required are the responsibility of the employee as part of their clothing allowance.

Section 9. Health and Safety

a. The employer and employee agree to work in partnership to maintain a safe and healthy working environment by establishing and operating its fire and emergency services in accordance with applicable laws rules and regulations to ensure a safe and healthy work and living environment for all fire and emergency services personnel.

b. The organization with appropriate responsibility for health and safety inspections will inspect the living quarters of the fire stations on an annual basis to determine compliance with federal health and safety regulations, NFPA standards, Army Regulations, and other applicable regulations pertaining to firefighters living quarters.

c. The Union may request IAW Article 2, Section 5, all risk assessments and/or deviations performed and standard of cover.

Article 24**DEPARTMENT OF EMERGENCY SERVICES - GUARDS****Section 1. Tour of Duty**

a. The basic tour of duty will normally be:

Shift 1: 0400 – 1400

Shift 2: 1200 – 2200

Shift 3: 2000 – 0600

b. The employee will be allowed a twenty (20) minute paid lunch in accordance with Article 8, Section 5.

c. Any change in the tour of duty will be addressed in accordance with Article 7, Matters Appropriate for Negotiation.

Section 2. Uniforms

a. Management will, within budget constraints, make every effort to continue to supply safety apparel and uniform items in accordance with the Department of the Army guidelines, AR 190-56 and AR 670-10

b. While on duty, all security guards will be required to wear the prescribed uniform for that activity.

c. The Employer will respond to contamination from hazardous materials or bodily fluids. The employee will notify the shift supervisor (or designee) of an exposure incident to arrange for assistance. The employee will be in a paid duty status during the decontamination process.

Section 3. Meetings

a. Quarterly meetings with a select number of management and a select number of employees will be held to discuss employment related issues and address concerns.

b. All attendees will be allowed a reasonable amount of duty time to prepare and participate in this meeting.

c. Meetings can be cancelled by mutual consent.

Section 4. Badges

Government badges may be worn to and from work and only in performance of official duties.

Section 5. Working Conditions

The Employer will provide a break area with a microwave oven and refrigerator. There will also be a separate private area provided for changing clothes and easily accessible individual securable lockers for personal use.

Section 6. Safety

The Employer will provide personal protective clothing, including bullet-resistant vest and trauma plate.

Section 7. Breaks

Breaks for DASG employees require them to remain observant and able to react while on their breaks.

Article 25

COMMERCIAL ACTIVITIES PROGRAM

Section 1. Sharing Information

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

Section 2. Release of Documentation

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

Section 3. Keeping the Union Informed

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

Section 4. Keeping Employees Informed

Briefings will be held with BUEs for the purpose of providing information concerning Commercial Activities. The Union will be given an opportunity to attend such briefings.

Section 5. Employee Participation

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

Section 6. Employee Rights

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

Section 7. Steering Committee

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

Article 26

SUPERVISOR AND EMPLOYEE COMMUNICATION AND RECORD KEEPING

Section 1. Communication

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

Section 2. Documentation

Documentation of these discussions is encouraged to ensure that there is a common understanding of the issues that were discussed. The appropriate documentation will be used to document the discussion. The purpose of the documentation is to provide a written summary of the issue(s) covered by the supervisor and employees. The documentation should have at least the Who, What, Where, When, Why and How, if applicable. The documentation will be completed during or after the discussion has

taken place. The employee will have the opportunity to provide their comments either at the time of the discussion or within one (1) working day of the discussion. The supervisor may destroy the documentation at any time but normally the documentation will be removed and destroyed no later than one (1) year from the date of the discussion. Information about the correct documentation to be used can be obtained from the CPAC.

Section 3. Maintaining Records

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

Article 27

NEW EMPLOYEES

Section 1. Informing Employees and Supervisors

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

b. The Union office's website will be added to the in-processing / new employee orientation (NEO) checklist as a highly encouraged and optional item.

c. A list of stewards, will be provided as part of the in-processing package.

Section 2. Distribution of Contract

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

Section 3. Civilian Personnel Advisory Center (CPAC's) Responsibilities

a. CPAC will develop a new employee orientation schedule. The Union will be notified of time and location of scheduled orientation sessions at least seven (7) days in advance.

b. CPAC will provide the Union a written list of new employees.

Section 4. Union's Participation

a. The Union will be invited to attend new employee orientation sessions on official time.

b. The Union will provide any documents desired during new employee orientation lunch break.

Article 28

WORKERS COMPENSATION

Section 1. Cooperative Process

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

Section 2. Federal Law and Employee Rights

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

Article 29

OTHER DUTIES AS ASSIGNED

Section 1. Related to Basic Job

Any time a situation develops where an employee is being regularly assigned duties outside of their job description, the employee may request that a review of the job description be conducted as well as position classification review when warranted. When duties unrelated to an employee's job description are being assigned on an occasional basis and more than one employee could perform those duties, they will be rotated equitably among employees qualified to perform those duties while taking into consideration factors such as safety, skills and training possessed by the employee(s), and relationship to regularly performed duties.

Section 2. Keeping the Job Description Current

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

Article 30

RESOLUTION OF UNFAIR LABOR PRACTICES (ULPs)

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

a. Before an ULP charge is transmitted to the FLRA, the dissatisfied Party will provide written notice to the other Party.

b. Upon receipt of the written notice, the Parties agree to set up a meeting to discuss the dissatisfaction giving rise to the charge. The Parties will attempt to resolve the dissatisfaction within the forty five (45) days following the receipt of the charge.

c. A written agreement will establish the terms of the resolution.

d. If not resolved, at the end of forty five (45) days of receipt of the written notice, or sooner if mutually agreed upon, the responding Party will provide the dissatisfied Party with a written decision which addresses the concerns raised.

e. If the dissatisfied Party is not satisfied with the decision, it may submit its charge to the FLRA.

f. Nothing in this section will preclude the dissatisfied Party from submitting its charge to the FLRA if there are less than thirty (30) days before the expiration of the statutory time limit.

Article 31

REDUCTION IN FORCE (RIF)

Section 1. Respecting Each Other's Rights

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

Section 2. Notification

The Employer will notify the Union of RIF actions as far in advance as possible.

Section 3. Federal Law

The bumping, retreat, and reemployment rights of employees affected by RIF will be governed by Federal Law and regulations.

Section 4. Mock RIF

The Union should be notified of any mock RIF actions.

Article 32

USE OF FACILITIES

Section 1. Services

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

Section 2. Use of Facility

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

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

Section 3. Provided Services

a. The Government will provide:

- (1) On-post lines, e-mail
- (2) Voicemail
- (3) Single line phones
- (4) Maintenance of government phones and lines
- (5) DSN line or most cost-effective Government long distance carrier
- (6) Data line
- (7) Listing in Fort Carson telephone directory
- (8) Access to Video Teleconference Center (VTC)
- (9) Access to distribution system
- (10) Reasonable bulletin board space
- (11) Access to Fort Carson media

b. The Union may provide:

- (1) Fax machine
- (2) Pay for long distance costs
- (3) Multiple line phones
- (4) Electronic communication devices

Section 4. Service Accounts

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

Section 5. Janitorial Services

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

Article 33

BREAK AREAS

Section 1. Break Areas

a. Break areas with furniture, microwaves, and refrigerators will be provided to employees within applicable laws, rules, regulations, and in accordance with available space and resources. These areas will be conveniently located, where possible, near the work area.

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

Section 2. Variations to Schedules

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

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

Section 3. MEDDAC Dining Facilities

BUEs may use MEDDAC dining facilities to consume their lunches not purchased at the dining facility.

Section 4. Maintenance of Appliances

Maintenance, repair, and replacement, but not cleaning, of Government owned appliances will be provided by the Employer in accordance with 1(a).

Section 5. Vending Machines

New and additional vending machines may be requested from the vending machine supplier.

Article 34**SAFETY****Section 1. Introduction**

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

Section 2. Employer Provisions

In accordance with applicable Job Hazard Analysis (JHA), laws, rules, and regulations, the Employer will provide for its employees as appropriate:

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

Section 3. Health Maintenance Programs

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

Section 4. Construction Safety

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

Section 5. Safety Council

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

Section 6. Union Representation

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

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

Section 7. Safety Inspections

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

Section 8. Pre-Operation Equipment Checks

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

Article 35**SMOKING**

The use of tobacco products (as referenced in the current Department of Defense Tobacco Policy Memorandum) is prohibited at Fort Carson in all Department of the Army occupied work places and Government owned or leased vehicles and aircraft. Changes in smoking areas/policies are considered changes in working conditions and are matters subject to negotiation.

Article 36

PARKING & VEHICLE REGISTRATION

Section 1. Introduction

a. The Union, Management, and employees have an important interest in establishing equitable parking. Employees should address their concerns about parking to their supervisor (or designee) for resolution.

b. The O-6 Commander or civilian equivalent is the final resolution authority for all related issues. This includes: parking for official, special, bike, motorcycle.

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

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

Section 2. Work Site Parking Areas

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

Section 3. Handicapped Parking

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

Section 4. Alternative Means of Transportation

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

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

Section 5. Vehicle Searches

a. Employees entering Fort Carson are subject to search.

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

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

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

Section 6. Damages to Vehicles

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

Article 37

Mandatory Influenza Immunization

Section 1. Requirement

This article is required in order to comply with Mandatory Seasonal Influenza Immunization for Civilian Health Care Personnel who provide Direct Patient Care in the Department of Defense Military Treatment Facilities.

Section 2. Receiving Influenza Immunization

Under this article, BUEs will receive annual influenza immunization at no cost to the employee. In the rare instance that the vaccine is unavailable or supplies are diminished to a level that all employees are not able to receive the vaccine, then vaccine may be administered on a voluntary basis. Employees will be afforded the opportunity to receive the influenza immunization during their normal duty hours.

Section 3. Direct Patient Care Definition

“Direct Patient Care” is defined as hands-on or face-to-face contact with patients. Staff involved in direct patient care includes, but is not limited to, doctors, nurses, and other health-care workers who care for patients, as well as staff such as paramedics and triage receptionists who are physically located in emergency rooms, clinics, or other places where they have frequent face-to-face contact with patients. “Direct Patient Care” does not include staff working primarily in office settings where patients are not present, even if the office is located in a hospital or clinic.

Section 4. Statement of Consent

Employees covered by this article will be required to sign a Statement of Consent (SOC), Condition of Employment for Civilian Health Care Positions Providing Direct Patient Care. The original SOC will be completed by the employee with the supervisor (or designee) and will be forwarded to Occupational Health. The SOC will be filed and will be maintained as a permanent part of the employee’s occupational health record. If the employee refuses to sign the SOC, the occupational health provider will document in the

record that the employee refused to sign the SOC, and it will be deemed that the employee was officially notified of the requirement on that date.

Section 5. Condition of Employment

Employees will be required as a condition of employment to receive an annual influenza immunization unless there is a documented medical or faith based exemption not to receive the annual influenza immunization.

Section 6. Exemptions

a. Employees that are exempted from vaccination based on medical reasons will be required to provide an acceptable medical certificate to Occupational Health Clinic from either a primary care provider (PCP) of their choice or the employee may obtain a medical certificate by appointment through the Occupational Health Clinic. If the employee chooses to see a PCP of their choice, the employee will be required to pay the PCP at their own expense. If the employee obtains a certificate from the Occupational Health Clinic the certificate will be provided at no cost to the employee.

b. The employee will be required to provide an acceptable medical certificate to an occupational health provider within thirty (30) calendar days of the date the employee signed the SOC. The medical certificate will be maintained in the employee's Occupational Health record and employee medical record (EMR). The certificate will be valid for current and future influenza vaccination unless the PCP designated that the exemption is temporary.

c. An acceptable medical certificate for medical exemption does not have a specific format but will contain as a minimum: the employee's name, the medical opinion for why the employee is unable to receive the annual influenza immunization, the name and license number of the provider/facility that is preparing the form, the address of the provider/facility, and the telephone number of the provider/facility. To be valid the certificate must be signed by an independently licensed and practicing medical provider (physician, physician's assistant, nurse practitioner).

d. Fact of the medical exemption will be documented in Occupational Health Immunization tracking modules as well as the employee's civilian health record. Information will be maintained in accordance with HIPAA and Privacy Act requirements.

e. Employees that decline to receive the annual influenza immunization based on a faith based objection will be required to provide a signed personal statement in the format that indicates that they have a faith based objection for not receiving the annual influenza immunization to the Occupational Health Clinic. The statement will be provided within fourteen (14) calendar days of the date the employee signed the SOC. The statement will be maintained in the employee's Occupational Health record and EMR and will be valid until changed by the employee.

f. Employees that have medical or religious exemption may be subject to increased preventive measures during periods of increased influenza transmission. They will be required to wear a mask or may be detailed to a job position that does not require patient contact in accordance with current detailing policies and this Agreement. Employees that are detailed will not have any type of monetary loss. Additionally, employees may be required to undergo increased surveillance for illness by measures such as completion of questionnaires, monitoring of temperature, etc. Employees with an exemption will be provided a memorandum from Occupational Health stating that they have an exemption to vaccination. This memorandum will be provided to the supervisor (or designee) for maintenance in their local file. Employees will be required to inform their supervisor (or designee) and Occupational Health if their exempt status changes.

Section 7. Private Provider

Employees will have the option of seeing a private provider of their choice to receive the influenza immunization. The employee will be required to pay at their own expense if the employee chooses to see a provider other than the one that is being provided by the Employer. If the employee chooses to see a medical provider of their choice the employee is responsible for providing an acceptable medical proof of vaccination document demonstrating that they have received this immunization within fourteen (14) calendar days of the date they received that vaccine. Documentation will be provided to the Occupational Health Clinic to be incorporated into the employee's health record. Failure by the employee to comply with this provision of the article may result in disciplinary action against the employee.

Section 8. Vaccine Information Statement

The Employer agrees to provide the employees with a vaccine information statement (VIS) for the administered influenza vaccines prior to vaccination in accordance with CDC guidelines.

Section 9. Administration of Influenza Immunization

The Employer agrees to administer the influenza immunization to the employees at the employee's workplace or if administered at a location away from the employees' workplace, then the Employer agrees to provide transportation for the employees and adequate time away from work to be transported to the site.

Section 10. Emergency Care and Reaction

a. The Employer agrees to provide emergency care to the employees in case of an acute adverse reaction to the influenza immunization. Emergency care is defined as a situation of condition having a high probability of disabling or immediately life-threatening consequences or requiring first aid or other immediate intervention.

b. An employee who becomes ill at work as a result of receiving the influenza immunization may have their adverse reaction treated as a work related injury or illness in accordance with OWCP guidelines. Employees may request sick leave if they become ill and wish to go home after receiving the vaccine.

Article 38

DRUG TESTING

Section 1. Regulations

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

Section 2. Notice to Employees

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

Article 39

FOCUS GROUPS / SURVEYS

a. Attendance in focus group discussions will not be mandatory, but highly encouraged. Participating in surveys will be voluntary.

b. Employees will be on duty time while participating in focus group discussions and responding to surveys.

c. Employees may use Government equipment/property as a focus group member and while completing surveys.

d. Answers to focus group questions and surveys will be anonymous.

e. Employees may request mileage from their supervisor while traveling to and from the temporary place of duty for focus groups.

f. Responses from the focus group and surveys may be shared with the union. Requests for survey data from the Union will require a data request.

Article 40

USE OF MILITARY PERSONNEL

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

Article 41

DUES CHECKOFF

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

The only form to request allotment deductions for dues, changes in deductions, and/or other Union privilege programs is the approved SF 1187. Employees may obtain this form from the Union office or a Union steward. Once completed, the SF 1187 will be forwarded to the CPAC. Upon receipt by the CPAC, the SF 1187 will normally be transmitted to Civilian Pay within seven (7) days. The Union may provide information to its new members about enrollment and disenrollment before submission of the SF 1187.

Section 2. SF 1188 (Cancellation of Payroll Deductions for Labor Organization Dues)

The only form to cancel dues allotment is the approved SF 1188. Upon the first year anniversary date of an employee's dues withholding, an employee may submit an SF 1188 to cancel their dues. Civilian Pay will contact the Union to determine the anniversary date. At any time, to become effective on the anniversary of the date the allotment was first made or six (6) months from the date of submission of the SF 1188, whichever comes first. Employees may obtain this form at the CPAC and the Union office. Once completed, the SF 1188 will be forwarded to the CPAC.

Section 3. Notification of Dues Changes

The Union will provide written notification of changes in dues to the CPAC giving a thirty (30) day implementation period.

Section 4. Dues Limitations

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

Section 5. Involuntary Termination of Dues Withholding

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

Section 6. Employee Listing

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

Section 7. Correction of Errors

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

Article 42

COPIES AND DISTRIBUTION

Section 1. Cost

- a. The Defense Printing Service will be used to make copies of the Negotiated Agreement.
- b. The number and cost for initial and additional copies will be paid by Management.

Section 2. Distribution

- a. Additional copies of this Agreement will be available at the CPAC and the Union Office.
- b. Copies of the Agreement to address employees with disabilities will be available as needed.

Article 43

GOVERNING LAWS, RULES AND REGULATIONS

Section 1. Current Laws

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

Section 2. Future Laws

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

Article 44

EFFECTIVE DATE, DURATION, IMPLEMENTATION AND CHANGES

Section 1. Effective Date

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

Section 2. Duration

This Agreement will remain in full force and effect for three (3) years from the effective date. If neither Party serves written notice to renegotiate this Agreement at least sixty (60) days, but not later than ninety (90) days prior to the expiration date, the Agreement will remain in full force and effect for the next three (3) years from the day following expiration

date. This Agreement will remain in full force and effect during renegotiation until such time that a new Agreement is approved.

Section 3. Implementation

In order to permit necessary employee and supervisor training on the contents of this Agreement, the implementation of this Agreement will be suspended for thirty (30) days after receipt from the printer and distribution to each Party, but no later than the 61st day after the effective date. The Parties will be governed by the existing Agreement until the implementation date which will become effective thirty (30) days after signature.

Section 4. Reopening Procedure and Changes

Either Party may give written notice to the other Party at least sixty (60) days, by not later than ninety (90) days prior to the expiration date of this Agreement, of the Parties intent to reopen articles of this Agreement. However, this Agreement may be reopened by mutual consent at any time. The Party wishing to open negotiations will specify the articles that they want to negotiate. The written notice will, as a minimum, address why the Party believes the article(s) does not meet the criteria of being equitable, workable, affordable, flexible, legal or meets the interests of the Party. There is no limit on the number of articles to be reopened.

Section 5. Change in Law or Regulation

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

GLOSSARY / ACRONYMS

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

AWS. Alternate Work Schedule

Business Based Action (NAF CYSS Employees): Non-disciplinary, involuntary action to adjust personnel resources.

BUEs – Bargaining Unit Employees

CA Review. Commercial Activity Review

CPAC: Civilian Personnel Advisory Center

CYSS: Child, Youth, & School Services

Days. Calendar days unless otherwise specified

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

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

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

Disciplinary Action (NAF CYSS Employees): Consists of oral admonishments, written reprimands, suspensions from duty without pay (for a maximum of fourteen (14) calendar days except when statute requires a greater penalty) or separation for cause.

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

EEOC. Equal Employment Opportunity Commission

Flexible Employee (NAF CYSS Employees): A flexible employee is one who has been appointed to serve in a continuing position or time limited and who is on call or scheduled for a specific number of hours each administrative workweek. Flexible employees are ineligible for all employee benefits.

FLRA. Federal Labor Relations Authority

Full-time Tour of Duty: (NAF) A basic weekly tour consisting of forty (40) hours of duty each week.

Irregular Tour of Duty: (NAF) A tour which may require service on different shifts, different hours of the day, or different days of the administrative workweek.

MEO. Most Efficient Organization

MSPB. Merit Systems Protection Board

NAF Employee: (NAF) A person employed by a Non-Appropriated Fund (NAF) instrumentality and compensated from non-appropriated funds.

NAF Human Resources Office (HRO): (NAF) provides personnel support.

Part-time Tour of Duty: (NAF) A basic weekly tour consisting of 20 to 39 hours of duty each week.

PWS. Performance Work Statement

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

RIF. Reduction in force

TDY: Temporary Duty

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

Tour of Duty: (NAF) The hours an employee is scheduled to work

Unusual Circumstances: Is any determination that the Agency would be seriously handicapped in carrying out its function or that costs would be substantially increased as covered in 5 CFR § 610.121.

ULP. Unfair Labor Practice

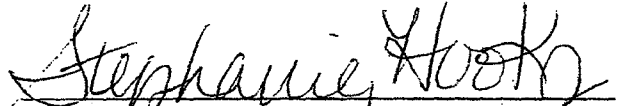
USC. United States Code

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

The Partners have executed this Agreement this 9th day of August 2017.



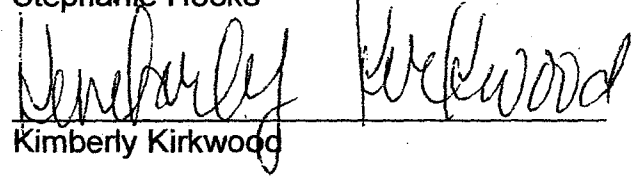
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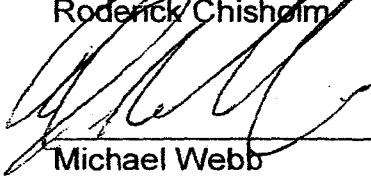
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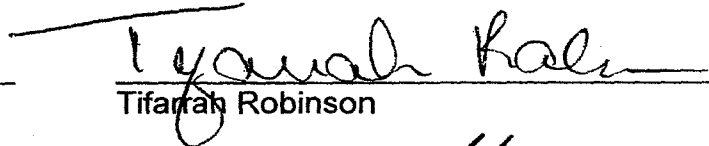
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Kimberly Kirkwood



Michael Webb



Tifarah Robinson



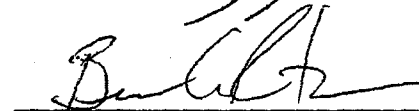
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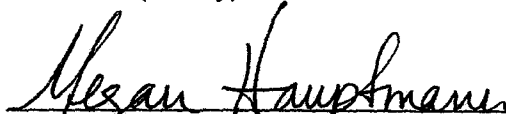
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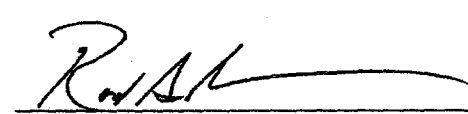
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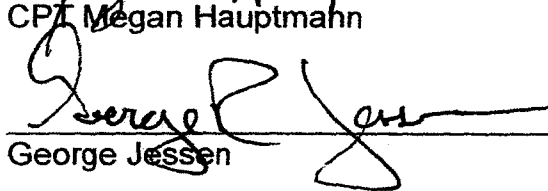
Brandon Robertson



CPT Megan Hauptmahn




Rod Cameron

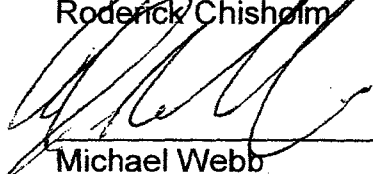


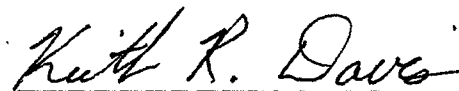
George Jessen


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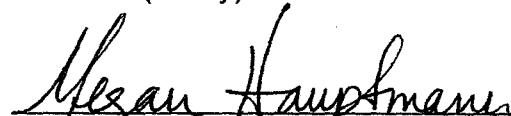

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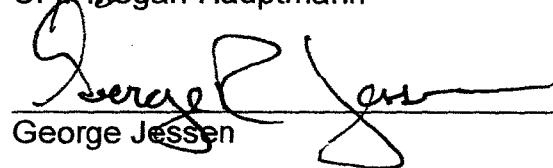

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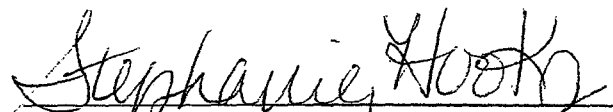

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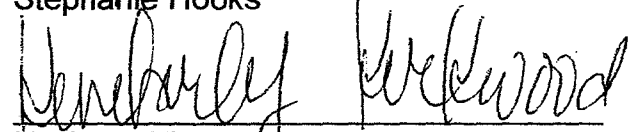

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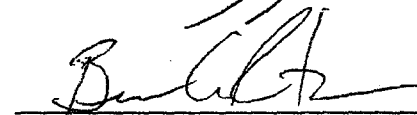

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